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	£ s.	£ s.	£ s.	£ s.	£ s.
20	103 0	191 10	431 0	*736 0	*1,092 0
30	112 0	211 0	464 10	*819 0	*1,167 0
40	124 0	232 0	526 10	*939 10	*1,343 10
50	147 0	278 10	*626 10	*1,126 0
60	197 10	372 0	*836 10

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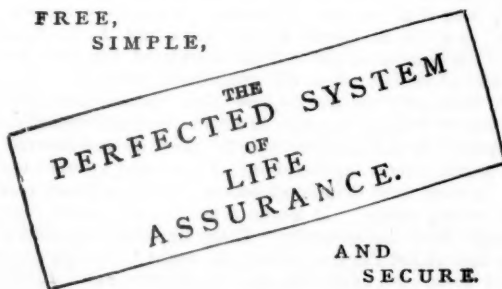
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The Solicitors' Journal and Reporter.

LONDON, FEBRUARY 22, 1890.

CURRENT TOPICS.

IT IS UNDERSTOOD that the Land Transfer Bill will be speedily introduced in the House of Lords; and we believe that a conference has already been convened of the Council of the Incorporated Law Society with the representatives of the provincial law societies for Friday, the 7th of March, to consider the measures to be taken with regard to the Bill, which it may, of course, now be assumed will contain the compulsory clauses. We need hardly urge the importance of every law society being represented at this meeting: no engagements should be allowed to stand in the way of attendance by the appointed delegates. It is essential that action by the profession should be united, conducted on uniform lines, and spread over the whole kingdom, and there are certain matters which cannot be fully or properly explained otherwise than by personal conference. We can assure our readers that the Council of the Incorporated Law Society, appreciating the vital importance to the profession of the question at issue, are prepared to put forth their most strenuous efforts in the coming struggle, and it remains for the great body of the profession to determine that nothing shall be wanting on their part to carry the contest to a successful issue.

BY WAY of making a short break in the present protracted sittings, the judges of the Court of Appeal No. 2 have not sat on the three last days of the present week. They propose to resume work on Monday, and as the remaining appeals are few in number, and are from decisions recently pronounced, this interval affords time to appellants to complete their preparations for the hearing.

A TRANSFER of a hundred actions will shortly be made to Mr. Justice KEKEWICH for the purpose only of trial or hearing. Forty of these actions will be taken from the list of Mr. Justice CHITTY, thirty from that of Mr. Justice NORTH, and thirty from that of Mr. Justice STIRLING. A list is set up in the cause clerks' room in the Royal Courts of Justice, from which these actions will be taken, and will remain open until Monday, the 3rd of March, in order to afford the parties concerned an opportunity of objecting.

MR. JUSTICE FIELD's retirement will, in spite of his physical infirmity, be a serious loss to the High Court bench. As a "practice judge" he was probably without a rival in the Queen's Bench Division, and he brought to his work an acuteness of intellect and rapidity of apprehension seldom surpassed. It will be well if his successor comes any way near to the intellectual standard of the retiring judge, though he may no doubt surpass him in evenness of temper.

MR. RALPH DISRAELI, who has just resigned the post of clerk assistant in the House of Lords, was formerly a registrar of the

Court of Chancery. In October, 1841, he was appointed to a clerkship in the registrar's office, and succeeded to the post of registrar in January, 1856. In April, 1875, Mr. DISRAELI was appointed to the position he has recently vacated, so that he is able to count close upon half a century of public service.

THE CASE of *Hodgson v. Bell*, in which the Divisional Court were divided in opinion upon the question whether an action of contract pending in the High Court, in which the sum originally claimed has been reduced below £100 by a payment made *after* action brought, can be remitted to the county court, under section 65 of the County Courts Act, 1888, came before the Court of Appeal on Tuesday last. It will be remembered that, while Mr. Justice DENMAN considered that there was power to remit under such circumstances, the contrary view was maintained by Mr. Justice WILLS. The Court of Appeal (Lord COLERIDGE, C.J., Lord ESHER, M.R., and FRY, L.J.) have now (as reported elsewhere) unanimously adopted the latter view, and have held that the payment contemplated by section 65 must be made *before* action; thus adopting the construction put upon the corresponding provision (section 7) of the County Courts Act, 1867, in *Osborne v. Hom-bury* (24 W. R. 161, 1 Ex. D. 48), and *Foster v. Usherwood* (26 W. R. 1, 3 Ex. D. 1). We may point out that the decision of the Court of Appeal is in accordance with the opinion that we have always expressed in these columns (*ante*, pp. 151, 190).

IT WOULD APPEAR, from a letter we print elsewhere, that the Registrar of Joint-Stock Companies, acting under the direction of the Board of Trade, has determined to put a stop to the device, originated, we believe, by Mr. PALMER, for the conversion of partnerships into private companies. The plan, which will be familiar to many of our readers, is for the partners to execute a deed constituting themselves an unincorporated company, into the joint stock of which they agree to bring all the assets of the partnership business. A sufficient number of shares in the unincorporated company are transferred to bring the number of shareholders up to seven, and then the company is registered as a company limited by shares, under Part 7 of the Companies Act, 1862; section 180 of which authorizes the registration of "any company hereafter formed in pursuance of any Act of Parliament other than this Act, or of letters patent, or being a company engaged in working mines within and subject to the jurisdiction of the Stannaries, or being otherwise duly constituted by law." These last words constitute the main ground on which the practice above referred to has been based. Mr. PALMER's contention is, that at common law a joint-stock company can be duly constituted by deed. As to this, we believe that no decision can be found that a joint-stock company, with transferable shares, and not incorporated by charter or Act of Parliament, is illegal at common law, though there are old *dicta* tending in that direction. Whether it follows that such a company is "duly constituted by law" within the words of section 180, following other words describing companies formed under Acts or letters patent, is another question; but it is to be observed that the cost-book mining companies subject to the jurisdiction of the Stannaries, which are among the companies previously referred to, are mere partnerships formed by agreement, though subject to special customs. The next question is whether an unincorporated joint-stock company is rendered illegal by statute. The Companies Act, 1862 (section 4) appears only to prohibit the formation of unregistered companies when the number of members exceeds twenty; and, as already pointed out, Part 7 of the Act, according to Mr. PALMER's construction, allows the registration of companies consisting of more than seven and less than twenty members, constituted by deed since the Act. So far, the balance of probability would appear to be in favour of the legality of the device. But it is impossible to say what weight the courts may attach to general considerations arising from the supposed intention and object of the Act of 1862, or from the evasion of stamp duty which results from the adoption of the scheme. The deed constituting the unincorporated company, being a mere partnership agreement, requires only a 10s. stamp; and the subsequent conveyance to the unincorporated company, being a conveyance pursuant to such part-

nership agreement, is not a "conveyance on sale," and also requires only a 10s. stamp. Then, on the registration of the company under Part 7, section 193 of the Companies Act, 1862, vests all the property of the unincorporated company in the incorporated company. As we have often pointed out, this device was not hit by section 15 of the Revenue Act of last session. We do not mean that the evasion of stamp duty would be assigned by the court as a reason for a decision supporting the registrar's refusal to register, but on the consideration of a question which cannot be regarded as settled by authority, it might have some influence. There is a much more doubtful matter relating to companies formed upon the lines above indicated, which will one day have to be decided. Most of them are constituted on the basis of the partners taking fully paid-up shares in the unincorporated company, but no contract is, or, we think, can be, duly filed, after incorporation, in pursuance of section 25 of the Act of 1867. Mr. PALMER's arguments that filing is not necessary are very ingenious, but we have never been able to accept them as conclusive, and we happen to know that one of the highest authorities on this subject does not concur in his conclusion.

IN THE CASE of *Ex parte Barnett, Re Tamplin & Sons*, reported elsewhere, another decision was given shewing that section 5 of the Bills of Sale Act, 1882, produces results far beyond anything that the draftsman ever anticipated. It provides that, subject to exceptions contained in the Act, "a bill of sale shall be void, except as against the grantor, in respect of any personal chattels specifically described in the schedule thereto of which the grantor was not the true owner at the time of the execution of the bill of sale." According to the marginal note, this is a provision that bills of sale shall not affect after-acquired property, and there are other indications in the Act that such was meant to be its effect. For some hidden reason, however, the draftsman, instead of simply stating this, chose to introduce the general qualification that the grantor must be the true owner, and this expression, which has a well-understood meaning in the law of bankruptcy, is here quite out of place. A very unlooked-for effect, upon which we have already commented (33 SOLICITORS' JOURNAL, 722), was produced by it in *Tuck v. Southern Counties Deposit Bank* (37 W. R. 769). There a husband had first given his furniture to his wife by unregistered deed of gift, and then, remaining in possession, had executed a bill of sale upon it, which was duly registered. Nevertheless, as he was no longer the true owner, the bill of sale, although it would otherwise have had priority, was void. In the present case a bill of sale was given by one partner upon partnership property, and it was found that he had authority to do so from the other partner. Apart from the statute, this would have made the bill of sale good, but he was not the true owner, and the county court judge consequently held it to be void altogether. This, however, was going too far, and the Divisional Court (CAVE and A. L. SMITH, JJ.) thought the grantor might well be considered the true owner to the extent of his interest in the partnership property. The case of *Tuck v. Southern Counties Deposit Bank* shewed how the words "true owner" might produce an effect quite the opposite of that contemplated by the Legislature, and allow an unregistered bill of sale to prevail over a registered one. The present instance is equally strong to shew their inappropriateness. In all ordinary cases they are, of course, useless. If a man is not the true owner, *ipso facto* he cannot bind the property. There are, however, some cases in which, though not the true owner, he ought to be treated as such; and yet these are expressly cut out by the Act. Restricted to after-acquired property the words would be intelligible enough, but unfortunately the draftsman did not so restrict them, and it is now clear that the courts will not do so for him.

THE BILL "for improving the procedure in winding up insolvent companies under the Limited Liability Acts" was not issued up to Thursday last, but the Government Bill "to give further powers to companies with respect to the alteration of their memoranda of association" is before us. Put shortly, the object of the measure is to enable any company registered under the Companies Acts, 1862 to 1886, by special resolution, to alter the provisions of its memorandum "with respect to the objects of the company," but the alteration is not to take effect until it has been

confirmed by the High Court; and the court, before confirming the alteration, must be satisfied (a) that the new or extended objects are cognate with, or ancillary to, the objects, or some of the objects, of the company as expressed in its memorandum of association; and (b) that the application to the court is based on circumstances which have arisen since the registration of the company; and (c) that sufficient notice has been given to all the creditors of the company who are, in the opinion of the court, entitled to object to the alteration; and (d) that, with respect to every creditor who, in the opinion of the court, is entitled so to object, either his consent to the alteration has been obtained, or his debt or claim has been discharged, or has determined, or has been secured to the satisfaction of the court. What strikes us, at first sight, about this provision is, that it ignores the fact that special rights are often secured to preference shareholders in the memorandum with the express object that, the memorandum not being capable of being altered by special resolution, such rights shall for ever remain inviolate. Does the provision for alteration of the memorandum "with respect to the objects of the company" refer only to what are ordinarily known as the "object clauses," defining the scope of the company's business, or does it extend to the "object" of paying a preferential dividend, and giving a preferential right in the distribution of the assets of the company, to a certain class of creditors? It is subsequently provided that the court, in exercising its discretion under the Act, shall "have regard to the rights and interests of the members of the company, or of any classes of those members"; but this is not enough: the phrase "objects of the company" is dangerously indefinite, and it seems to us that any alteration of the memorandum with regard to rights thereby secured to a particular class of members ought to be expressly excluded, unless made with the consent of all such members.

ON FRIDAY, the 14th inst., a well-known Chancery counsel was, after leaving court, seized with a fainting fit which caused him to remain unconscious for a considerable time. In default of any better accommodation, the learned gentleman, who had fallen prostrate in the corridor, was carried into the barristers' robing room, where, as there was no other accommodation, he was placed on the bare floor, where he remained, attended by a medical man, until after a succession of fainting fits, he was sufficiently recovered to be removed to his residence. These circumstances, taking place as they did in a public building, constantly frequented by hundreds of professional men, have caused much indignation. Men ask why no room is provided where such cases as this can be treated in private, and why the patient should have to lie on the floor, there being no sofa or other such appliance. Attention has on previous occasions been called to the necessity for the accommodation required for the benefit of those who may be suddenly seized with illness in the Royal Courts, and perhaps, now that the incident of Friday week has brought home to the numerous professional men who witnessed it the possibility that they themselves may some day be subjected to the like indignities and inconveniences, they will, in the interests of humanity, urge upon the authorities that suitable accommodation and appliances for sudden and urgent cases of illness should be provided in some room on the court floor.

"ONCE A MORTGAGE ALWAYS A MORTGAGE."

THE well-established rule that a mortgage cannot be rendered irredeemable by any contract entered into at the time when the mortgage itself is made, received a curious illustration in the case of *The Marquis of Northampton v. Pollock* (ante, p. 253). The defendants were the trustees of an insurance company which in 1879 advanced a sum of £10,000 to Earl Compton, the eldest son of the plaintiff. The money was secured primarily upon a reversionary interest in land, but as this was contingent upon the earl's surviving his father, it was necessary to provide against the risk of that event not happening, and an arrangement was accordingly entered into that the earl should insure his own life against his father's with the company to the extent of £34,500. Such insurance was effected, and everything was thus arranged satisfactorily. Earl Compton took his £10,000 and the company had adequate security. Of course there was the risk of their having to pay the policy in case of his premature decease, but this was clearly one of

their ordinary business risks for which the receipt of the premiums was a sufficient consideration. They agreed to pay these premiums themselves, but the margin of the security was ample, and they were entitled by the agreement to add them to the debt. Nevertheless the circumstances were peculiar, and it was perhaps not unnatural for them to stipulate that in the event of Earl Compton's death during the life of his father the policy-moneys should belong to them absolutely. This event happened. The earl died in 1887, and his father, who took out administration to his effects, has much reason to be thankful for the old technical rule of equity which says that the stipulation is void.

As to the law on the subject there is, of course, no doubt. *Modus et conventio vincunt legem* is a true enough maxim in a general way, but mortgages have always been recognized to be outside it. Probably the old Chancellors thought they had had too much trouble in rescuing them from the harsh rigour of the common law to allow of the possibility of their labours being rendered ineffectual by the wiles of oppressive money-lenders. Of course, if there is a mere agreement that the mortgage, in certain events, shall not be redeemed—the mortgagor getting no additional advantage, and the value of the property being, as it ordinarily is, greater than the amount of the mortgage money—there is reason to suspect evil designs on the part of the mortgagor, and Lord HARDWICKE, C., appears to have put the matter on this ground when he said, in *Mellor v. Lees* (2 Atk. 494), that fetters laid upon redeeming the mortgaged estate by some original agreement, either in the mortgage deed or a separate deed, would not avail "where it is done with a design to wrest the estate fraudulently out of the hands of the mortgagor." It is clear, however, that fraud was really no part of the doctrine, and that it was based solely upon a settled maxim in equity that the liability to be redeemed was an essential part of every mortgage: *Howard v. Harris* (1 Vern. 190). And even where the mortgagor was to get a *quid pro quo* for the arrangement, as where he agreed, in certain events, to sell the estate at a fixed price, the principle was held to be equally binding, and he was allowed to repudiate the condition upon the ground that the mortgagee was not entitled to any more than his interest. Thus it was said in *Jennings v. Ward* (2 Vern. 520): "A man shall not have interest for his money and a collateral advantage besides for the loan of it, or clog the redemption with any by-agreement."

The recent case, however, was not at all of this sort, but was one in which the mortgagees simply claimed, in pursuance of an express agreement to that effect in the mortgage, to keep a mortgaged property vastly in excess of the mortgage-money. As Mr. Justice NORTH pointed out, the matter must be looked at as though the policy had been taken out in some other office, and then deposited with the defendants. The £34,500 would then have been paid without demur, and the defendants could have had no possible ground for claiming out of it more than the amount due on the mortgage. Tested in this way, the matter is clear enough, and it is obvious that the mortgagees were attempting to get the full premiums for the risk, and, at the same time, to repudiate part of the risk when it had resulted in a loss. The application of the equitable doctrine, although at first sight curious, is not perhaps to be regretted.

THE PRESUMPTION OF DEATH.

II.

Person asserting a specific fact must prove it.—In most of the cases where it is attempted to prove that a person was alive at a given time within the seven years, the object is to show that he survived another, and that he therefore took under his will or became entitled as his heir at law or as one of his next of kin. In these cases it is of importance to remember that, in the absence of any effectual disposition of the beneficial interest in personalty, the next of kin is entitled to it, and that the person seeking to dispossess him must prove a perfect title to rebut his *prima facie* right, and that the onus of proof lies on the person seeking so to do: *per WIGHTMAN, J., and MARTIN, B., Underwood v. Wing* (4 De G. M. & G., p. 656). *Re Walter* (L. R. 7 Ch. 120). It must also be remembered that where persons prove kinship to an intestate, and another person claims the property also as being the representative of a person who, if he had survived the intestate, would have been his next of

kin, he must prove that that person actually survived the intestate: *Re Green* (L. R. 1 Eq. 288); similar remarks apply to the case of a person claiming under a person who would have been the heir of the intestate if he had survived him, the fact of his having survived must be proved strictly.

There is a presumption against a person committing crime, therefore, when a marriage is proved, the mere fact, even in civil cases, that one of the parties had previously contracted a marriage with another person, is not evidence of the invalidity of the second marriage, unless evidence is given that the first husband or wife was in existence at the time of the second marriage: *Rex v. Twynning* (2 Barn. & Ald. 386), where a woman contracted a second marriage twelve months after her husband was last heard of, and it was held that, in the absence of proof that the first husband was alive at the time of the second marriage, the children of that marriage were legitimate; but see *Lupsley v. Grierson* (1 H. L. C. 498). As to what evidence is sufficient see *Rex v. Harborne* (2 Ad. & El. 540). In an indictment for bigamy it is incumbent on the prosecution to prove to the satisfaction of the jury that the husband or wife, as the case may be, was alive at the date of the second marriage: *Reg. v. Lumley* (L. R. 1 C. C. R. 196).

"Not been heard of."—The phrase "has not been heard of for seven years" requires some explanation. There is seldom or never a man of the age of forty with regard to whom it would not be easy to find scores of people to say, "I was at school with him; I knew him perfectly well, and I have not heard of him for the last seven years." That is not enough to raise the presumption of his death, because there is no reason to suppose that those people would hear of him if he was alive. In order to raise the presumption of death you must shew that those people who would be likely to hear of the person if living have not heard of him, or that search has been made for him in those places in which you would be likely to find him: *Doe d. Frances v. Andrews* (15 Q. B. 756), *Prudential Co. v. Edmonds* (2 App. Cas. 447), *Doyle v. City of Glasgow Life Assurance Society* (32 W. R. 476). Generally speaking, a man's relations are the persons most likely to hear of him, but in *Doe d. Lloyd v. Deakin* (4 B. & Ald. 433) the fact of a man not having been heard of by persons living near an estate of which he was tenant for life, was held sufficient to raise the presumption, on the ground that, as he was entitled to the property, the probability was that if he was alive he would come into the neighbourhood to claim it.

These considerations enable us to reconcile *Doe v. Griffin* (15 East, 292) and *Richards v. Richards* (15 East, 293a.), both cases as to the presumption of death without issue. In the former case negative evidence was given that one of the family had never heard of the person in question being married; in the latter case no such evidence appears to have been given. In order to raise a presumption as to death without issue, you must shew that inquiries have been made from persons who are likely to have heard of issue being born, if such was the case, and they have not heard of any.

It has been suggested that the period of seven years was adopted on the analogy of the statute 19 Car. 2, c. 6, with respect to leases on lives, and the statute of bigamy, 1 Jac. 1, c. 11 (see per ELLENBOROUGH, C.J., *Doe v. Jenson*, 6 East, at p. 85), but this view appears to be erroneous, as proof of absence of a husband for seven years without having been heard of was held sufficient to entitle his wife to dower in *Thorne v. Rolfe* (Dy. 185a), in 2 Eliz., some of the reports of which case differ materially from that in Dyer.

No presumption will arise merely from a person not communicating with his relations if the circumstances render it unlikely that he will do so, as in *Watson v. England* (14 Sim. 28), where a girl left her father's house in a clandestine manner, and *Bowden v. Henderson* (2 Sm. & Giff. 360), where a woman, who "led a somewhat eccentric life," changed her religion, and received letters of remonstrance and reproach for doing so from her relations.

Rule restated—These considerations, coupled with our remarks on the word "home" (ante, p. 247), enable us to restate the rule as follows:—"Where, on inquiry in the places in which, and from the persons by whom, a person is most likely to be heard of, it appears that nothing has been heard of him for seven years, the presumption is that he is dead."

No presumption as to death at any particular time within the seven years.—Although there is a presumption that a man who has been absent from his home or other usual place of resort without having been heard of for seven years is dead, there is no presump-

tion as to the time of his death, either as to his having died at any day within, or on the last day of, the seven years, or as to his having been alive on any particular day of the seven years. A person whose title to property depends upon a person having died before, or being alive on, a particular day, either within, or being the last day of, the seven years, must prove it: see this discussed at great length by the Court of Appeal in *Re Phené's Trusts* (L. R. 5 Ch. 139), in which the decisions in *Lambe v. Orton* (6 Jur. N. S. 61), *Dunn v. Snowden* (2 Dr. & Sm. 201), *Thomas v. Thomas* (2 Dr. & Sm. 298), and *Re Benham* (L. R. 4 Eq. 416) were discussed, and, so far as they are inconsistent with the rule as stated above, were overruled. The true doctrine had already been stated at law in *Doe v. Nepean* (5 B. & Ad. 86, on app. 2 M. & W. 894), where the Court of Exchequer Chamber said: "We adopt the doctrine of the Queen's Bench, that the presumption of law relates only to the fact of death, and that the time of death, whenever it is material, must be the subject of distinct proof." The decision in *Re Phené's Trusts* was followed by STUART, V.C., and the Court of Appeal in *Re Leves's Trusts* (L. R. 11 Eq. 236; same case, 6 Ch. 356), and by HALL, V.C., in *Hickman v. Upsall* (L. R. 20 Eq. 136), where he says: "It is impossible to distinguish a case of presumption of death from one of presumption of life, for whoever has to make out a case in order to establish a title which depends upon the fact of either the death or the life of any person must prove that fact: see also *Re Walker* (L. R. 7 Ch. 120) and *Re Nicholls* (L. R. 2 P. & M. 461)."

Person named in a deed.—Where trusts of personalty are declared by a deed in favour of a named person, the presumption, in a contest between the personal representatives of the settlor, who allege that the trust wholly fails owing to that person having been dead at the date of the deed, and the personal representatives of the named person, who allege that the trust took effect on the ground that he was alive at the date of the deed, is that he was alive at the date of the deed. The grounds for this doctrine appear to be that, following the decision in *Re Phené* (L. R. 5 Ch. 139), proper affirmative evidence in this case must be brought by the persons who affirm, contrary to the title under the deed, that the person named in it did not take because he was not alive at the date of the deed. Possibly it might be also supported on the ground that neither the settlor nor his representatives ought to be allowed to deny the truth of facts that he had admitted under seal to be true. This doctrine was laid down by HALL, V.C., in *Re Corbishley* (28 W. R. 536, 14 Ch. D. 846), where the facts were the following. In 1861 H. C., then aged about thirty-one, left England for the United States. Shortly after the time when he ought to have arrived, his father received by post a New York paper, bearing the New York postmark, and addressed in the handwriting of H. C. H. C. was never afterwards heard of. In November, 1866, P. C. by deed declared that the trustees thereof should stand possessed of a sum of money for H. C. on his attaining twenty-one. P. C. died in 1877, and her legal personal representatives claimed the money, on the ground that H. C. must be presumed to be dead at the date of the deed, and that, therefore, there was a resulting trust for the settlor, but their claim was unsuccessful.

In considering cases of this nature it should be remembered that there is a possibility that the settlor had some evidence of the object of his bounty being alive of which we are ignorant. A very good example of this is afforded by Sir WALTER SCOTT's novel "Guy Mannering." HARRY BERTRAM disappeared in infancy, and was commonly believed to have been murdered. Many years afterwards Miss BERTRAM, of Singleside, who had made a will in favour of LUCY BERTRAM, revoked it by making a new will in favour of HARRY. On making inquiries after her death it was discovered that a gipsy, MRS MERRILIES, had told her that HARRY was alive, though she had not told anyone else.

Where land is limited in strict settlement to collaterals, following the limitations of a title of honour, it is quite possible that some person may be named a tenant for life who is in fact dead. If that should happen, the rule laid down in this paragraph does not come into operation, as it is sufficient for the next remainderman to prove that he is dead at the time of the failure of the prior limitations.

Mr. Thomas William Saunders, who for the last eleven years has been one of the magistrates at the Thames Police-court, has found it necessary to resign his position in consequence of failing health.

CORRESPONDENCE.

REGISTRATION OF COMPANIES UNDER PART VII. OF THE COMPANIES ACT, 1862.

[To the Editor of the Solicitors' Journal.]

Sir,—The Registrar of Joint-Stock Companies has lately refused to register, under Part VII. of the Companies Act, 1862 (except under an order of the High Court), any private joint-stock companies formed under contracts of co-partnery, thus completely reversing the practice followed in his office up to last month, under which a number of companies constituted in a precisely similar way were registered without demur or objection.

Certain clients of ours who are affected by this decision, which has, we understand, been taken under the direction of the Board of Trade, are advised that the action of the registrar is not in accordance with the law, and are desirous of obtaining a decision of the Queen's Bench Division on the point if they can obtain the support of other companies similarly affected.

We believe there are a number of such companies, as we understand that as many as six were refused registration on one day, and our object in addressing you is to endeavour to obtain the co-operation of these in our clients' action.

We shall be glad if the solicitors of any company similarly situated to our clients will communicate with us with a view to such co-operation.

SANDERSON, HOLLAND, & ADKIN.

46, Queen Victoria-street, London, E.C., February 19.

CERTIFICATE DUTY.

[To the Editor of the Solicitors' Journal.]

Sir,—The report of the Leeds Law Society, quoted by you in your last issue, in referring to my motion on the above subject, states that the vote rejecting Mr. Hastie's motion for censure on the late president "showed how greatly the weight of professional opinion is in favour of continuing the duty." As a matter of fact the vote was on a resolution expressing confidence in the president, and had nothing to do with the main question—viz., the duty. That this was well understood is evidenced by the fact that I and all my supporters voted for the resolution, for, although we might have thought Mr. Lake exceeded his powers in a particular instance, we could not grudge him a cordial acknowledgment of the services he had rendered during his year of office.

Even assuming that the voting had been directed to the main question, it indicated the opinion of, at most, 400 solicitors out of 15,000 on the roll. The "weight of professional opinion" on this question will never be properly ascertained till that opinion is individually canvassed, the object my resolution aimed at, and which I still hope to attain.

HERBERT M. LOW.

12, Bread-street, Cheapside, E.C., February 18.

CHEAPENING LAND TRANSFER.

[To the Editor of the Solicitors' Journal.]

Sir,—I have never seen suggested in your columns what seems to me a simple way of cheapening the transfer of land. I believe, that, roughly speaking, the remuneration of provincial solicitors on a conveyance is about 1 per cent. on the purchase-money. The *ad valorem* stamp on a conveyance being 10s. per cent., a reduction of only 5s. per cent. in the stamp duty would mean a saving of one-sixth of the total cost of transfer.

True, another impost would have to be devised, but, having regard to the present depressed state of the property market, it would not be unjust to shift a portion of the burden to another object of taxation better able to stand it.

ARTHUR L. CROCKFORD.

57, Temple-row, Birmingham, February 13.

CASES OF THE WEEK.

Court of Appeal.

HODGSON v. BELL—No. 1, 19th February.

COUNTY COURT—PRACTICE—POWER TO REMIT ACTION—CLAIM EXCEEDING £100—CLAIM REDUCED TO A SUM NOT EXCEEDING £100 BY PAYMENT AFTER ACTION BROUGHT—COUNTY COURTS ACT, 1888 (51 & 52 VICT. C. 43), s. 65.

Action for £173 money lent. Upon an application for judgment under order 14 the defendant paid the plaintiff £101, and had leave to defend as to the balance. The plaintiff then applied for an order remitting the action for trial in the county court, which the master made. The judge at chambers referred the matter to the court. Mathew, J., at chambers,

had in the case of *Skinner v. De Faria* (33 SOLICITORS' JOURNAL, 254), held that there was no power to remit when the sum claimed was reduced to a sum not exceeding £100 by payment into court after action brought. In the Divisional Court Denman, J., held that there was power to remit, whereas Wills, J., held that there was not. The order remitting the action therefore stood. The defendant appealed. By section 65 of the County Courts Act, 1888, "where in any action of contract brought in the High Court the claim indorsed on the writ does not exceed £100, or where such claim, though it originally exceeded £100, is reduced by payment, an admitted set-off, or otherwise to a sum not exceeding £100, it shall be lawful for either party at any time to apply" for an order that such action be tried in the county court. *Osborne v. Homburg* (24 W. R. 161, 1 Ex. D. 48), *Foster v. Usherwood* (26 W. R. 91, 3 Ex. D. 1), and *Gray v. Hopper* (36 W. R. 746, 21 Q. B. D. 246) were cited.

THE COURT (LORD COLERIDGE, C.J., LORD ESHER, M.R., and FRAY, L.J.) allowed the appeal. They said that there were two former County Court Acts, one in 1856 and the other in 1867, which dealt with the remission and transfer of actions to the county court. The Act of 1856 in section 26 used the words "reduced by payment into court, payment, an admitted set-off, or otherwise," and it was held that those words included a payment after action brought. The Act of 1867, in section 7, used the words, "reduced by payment, an admitted set-off, or otherwise," and it was held that those words did not include a payment after action brought. There being those two sections and those decisions, the Legislature in the consolidating and amending Act of 1888 deliberately omitted the words "payment into court," and adopted the precise words used in the Act of 1867. The only inference to be drawn from that was that the Legislature intended to adopt the language of the Act of 1867 as construed by the decisions. The words must, therefore, be construed in the same way as in section 7 of the Act of 1867. There was, therefore, no jurisdiction to order the action to be remitted for trial in the county court.—COUNSEL, T. WILLES CHITTY; COLAM. SOLICITORS, STOCKEN & JUPP, for Lomer & Son, Southampton; Cotton & Son.

ROCKE v. McKERROW.—No. 1, 18th February.

PRACTICE—APPEAL—JUDGE ENTERING JUDGMENT NOTWITHSTANDING VERDICT OF JURY—MISDIRECTION—JURISDICTION OF COURT OF APPEAL—R. S. C. XXXIX., 1; XL., 4, 5.

In an action tried before Stephen, J., with a jury, the jury found a verdict for the plaintiff. The judge, upon further consideration, entered judgment for the defendant. The plaintiff appealed to the Court of Appeal. A preliminary objection was taken on behalf of the defendant, that, the action having been tried with a jury, the motion ought to have been made in the Divisional Court under ord. 39, r. 1. It was contended on behalf of the plaintiff that he had adopted the proper course, ord. 40, r. 1, providing that "where, at or after a trial by a judge, either with or without a jury, the judge has directed that any judgment be entered, any party may apply to set aside such judgment, and to enter any other judgment upon the ground that, upon the finding as entered, the judgment so directed is wrong; and rule 5 providing that an application under rule 4 must be made to the Court of Appeal.

THE COURT (LORD COLERIDGE, C.J., LORD ESHER, M.R., and FRAY, L.J.) allowed the objection and dismissed the appeal. LORD COLERIDGE, C.J., said that they were all of opinion that the appellant ought to have gone to the Divisional Court; but they would now enlarge the time to enable him to do so, if they had the power. LORD ESHER, M.R., said that after careful consideration he had come to the conclusion that the objection must prevail. If the judge at the trial directed a verdict for the defendant, then that would be a case of misdirection, and the application would be to the Divisional Court for a new trial. In the present case the judge left the case to the jury, but upon further consideration he came to the conclusion that he was wrong in so doing, and accordingly he entered judgment for the defendant. That was not entering judgment upon the finding of the jury, treating the case as having been properly left to the jury and their finding as correct. He set aside the finding and entered judgment for the defendant just as if he had never left this question to the jury. It was the same as if the judge had directed the jury to return a verdict in a particular way, and the application ought to have been to the Divisional Court. FRAY, L.J., concurred. Ord. 40, r. 4, applied where the finding of the jury was taken to be correct, and the application was to set aside the judgment on the ground that it was wrongly entered. In other words, that, the finding standing as it was, the judge had drawn a wrong inference from it.—COUNSEL, Ambrose, Q.C., W. S. Robson, and Compton Smith; Gully, Q.C., and Hopkinson. SOLICITORS, Pritchard, Englefield, & Co., for R. A. Garbide, Manchester; Bower, Cotton, & Co., for J. H. Boardman, Manchester.

VIBART v. COLES—No. 1, 12th and 13th February.

CREDITORS' ACTION—ADMINISTRATOR PAYING ONE CREDITOR IN FULL AFTER WRIT—CONFLICTING RULES OF LAW AND EQUITY.

This was an appeal from the judgment of Bowen, L.J., sitting without a jury. The action was brought against an administratrix for money lent to the intestate. After the issue of the writ, an action was brought by another simple contract creditor of the intestate against the administratrix, in which she consented to judgment, but the consent order was not filed as required by section 27 of the Debtors Act, 1869. Having satisfied this judgment, the defendant set up that she had no further goods of the testator out of which to pay the plaintiff. The plaintiff contended that as the consent order had not been filed the judgment was void, and, therefore, that the defendant ought not to have paid it, and, further, that after action brought the administratrix had no right to pay other creditors in full,

but must distribute the assets among all the creditors of the testator. Bowen, L.J., gave judgment for the defendant, and the plaintiff appealed.

THE COURT (Lord COLERIDGE, C.J., Lord ESHER, M.R., and FRY, L.J.), affirmed the decision and dismissed the appeal. Lord COLERIDGE, C.J., said that by the Debtors Act, 1869, when a consent order for judgment had not been filed it was void to all intents and purposes. The argument for the appellant had been that since the simple contract debt of the creditor had been merged in the judgment debt, then when the judgment debt turned out to be void, the simple contract debt was also avoided. It was only necessary to state that argument in order to see how fallacious it was. The debt remained although the judgment which was founded upon it fell through. The administratrix, therefore, had paid it, not as a judgment debt, but as a simple contract debt. But then it was said that at common law the rule was that after the commencement of an action against an administrator by a creditor of the intestate, the administrator could not prefer one creditor to another, but it was admitted that in equity for a very long time he had had the right to do so. The rules of law and equity therefore were in conflict, and where that was the case it was expressly enacted by section 25, sub-section 11, of the Judicature Act, 1873, that the rules of equity were to prevail. The case was plain, and if direct authority were wanted for it, it might be found in the case of *Re Radcliffe* (7 Ch. D. 733), where the principle was clearly stated by Jessel, M.R. Lord ESHER, M.R., said that a creditor who alleged that a judgment was void could not say that the debt in respect of which it was given was swallowed up by it. As to the second point, when rules of law and equity were in conflict it was beyond dispute that the rule of equity must prevail. FRY, L.J., delivered judgment to the same effect.—COUNSEL, *Jelf, Q.C.*, and *H. Tindal Atkinson; Finlay, Q.C.*, and *Forman*. SOLICITORS, *Robbins, Billing, & Co.*, for *Petgrave, Bath*; *Montague Hawkins*.

BARLOW v. ROSS—No. 1, 13th February.

ARTIZANS' DWELLINGS ACT, 1875 (38 & 39 VICT. C. 36), s. 20—EXTINGUISHMENT OF RIGHTS—INCHOATE RIGHT TO LIGHT.

This was an appeal from the decision of Hawkins, J. In 1867 the plaintiff, being the owner of certain land, built a house upon it. In 1877 the Corporation of Birmingham, under the Artizans' Dwellings Act, 1875, purchased the adjoining land for the purposes of a scheme of improvement. In 1886 they let the land immediately opposite the plaintiff's house to the defendant, who, in accordance with his lease, in 1888 pulled down the buildings then standing on the land and erected a building which blocked the light of the plaintiff's windows. The plaintiff then brought an action for damages, but Hawkins, J., entered judgment for the defendant, on the ground that the plaintiff's right to light was extinguished by section 20 of the Act, by which, upon the purchase of any lands for carrying into effect any scheme under the Act, all rights of way, rights of laying down pipes for drainage, "and all other rights or easements in or relating to such lands shall be extinguished." The plaintiff appealed, contending that when the land was taken in 1877 he had no right in respect of which he could claim compensation, or which was capable of extinguishment. His right arose under the Prescription Act from uninterrupted user for twenty years, and therefore until 1897 he had no right which could be affected by the section.

THE COURT (Lord COLERIDGE, C.J., Lord ESHER, M.R., and FRY, L.J.) dismissed the appeal. Lord COLERIDGE, C.J., said that the question was important. No doubt the *primâ facie* and ordinary meaning of the word "rights" was existing rights, and did not include such a possibility of a right as was possessed by the plaintiff in 1877. But it was necessary to look at the whole scope and object of the Act, and if it was plain that that construction would defeat the whole intention of the Act, the word must be given a wider interpretation. The Act authorized the local authority to carry out a scheme, and after that scheme had been sanctioned by Parliament—every opportunity having been given to those affected by it to oppose it if they thought well—the local authority were bound by Parliament to carry it into effect. It was plain that if a person such as the plaintiff could claim a right over the land taken after the expiration of a certain time, the whole scheme might be defeated. It would often be impossible for the local authority to interfere in time to bar the right accruing under the Prescription Act. Therefore the word rights must be construed to include inchoate or nascent rights, such as the present, which were capable of receiving a money compensation. The Act provided that compensation should be given in respect of all loss caused by carrying out the scheme, and therefore the word "loss" must also be construed widely, and be looked upon as coextensive with the word "rights." It was a case for compensation and not for damages. Lord ESHER, M.R., and FRY, L.J., delivered judgment to the same effect.—COUNSEL, *William Graham; Henry Collins, Q.C.*, and *Method*. SOLICITORS, *Smith & Piment; Burton & Co.*, for *Hale Travers Edge, Birmingham*.

WHITBY v. MITCHELL—No. 2, 15th February.

SETTLEMENT—REMOTENESS—RULE AGAINST PERPETUITIES—"POSSIBILITY ON POSSIBILITY"—LIMITATION TO UNBORN CHILDREN OF UNBORN PERSON.

This was an appeal against a decision of Kay, J. (38 W. R. 5, 42 Ch. D. 494), and the question was raised whether the old rule of law that there cannot be "a possibility on a possibility" is any longer in existence, or whether it has not been superseded by the rule against perpetuities. The question was, whether a limitation to the unborn issue of an unborn person was valid. By a post-nuptial settlement, dated the 7th of May, 1840, lands were limited to the use of the husband for life, remainder to the use of the wife for life, and after the death of the survivor "to the use of a child, grandchild, or more remote issue, or all and every, or any

one, or more of the children, grandchildren, or more remote issue" of the marriage, "such child, grandchild, or more remote issue being born before any such appointment as hereinafter is mentioned shall be made to him, her, or them respectively." In such shares and in such manner as the husband and wife "at any time or times during their joint lives, and as to the wife notwithstanding her coverture," should by deed jointly appoint, and in default of appointment to the use of the child or children of the marriage, equally as tenants in common. There were only two children of the marriage, one of them being B., a married woman. By a deed dated the 15th of March, 1865, the husband and wife appointed a moiety of the settled lands, or of the proceeds of sale thereof, subject to their own life interests, to B. for her life, for her separate use without power of anticipation, with remainder to such persons as she should by will appoint, and in default of appointment to the use of her children living at the date of the deed, as tenants in common. Kay, J., held that the appointment by the husband and wife was invalid, so far as it affected to give a power of appointment by will to B., and to appoint the property in default of her appointment to the children of B. then living, and also so far as it restrained anticipation by her. Kay, J., said that the law as to land had always been that you could not limit it to an unborn person for life, with remainder to the issue of that unborn person. And there was no authority for saying that, if to such a limitation you added a proviso that the unborn children of the unborn person who were to take must come into existence within the limits imposed by the rule against perpetuities, the limitation would be good.

THE COURT (COTTON, LINDLEY, and LOPES, L.JJ.) affirmed the decision. They said that the rule was clear that land could not be limited to the unborn issue of an unborn person. The rule was accurately stated by the late Mr. Joshua Williams in his book on Real Property (16th ed.), p. 314, thus:—"An estate cannot be given to an unborn person for life followed by any estate to any child of such unborn person; for in such a case the estate given to the child of the unborn person is void. This rule is apparently derived from the old doctrine which prohibited double possibilities. . . . This rule is more stringent than that which confines executory interests."—COUNSEL, *Robinson, Q.C.*, and *A. Young; Farwell; Marten, Q.C.*, and *W. Baker; Renshaw, Q.C.*, and *Swinfen Eady*. SOLICITORS, *Sanderson, Holland, & Adkin; W. Montgomery White; Cowdell & Son*.

Re DILLON, DUFFIN v. DUFFIN—No. 2, 14th February.

DONATIO MORTIS CAUSA—VALIDITY—GIFT OF DEPOSIT NOTE OF BANK—CHEQUE INDORSED.

This was an appeal from an order of Kekewich, J., the question being, whether a deposit note of a bank can be the subject of a *donatio mortis causa*. In the present case the note was dated August 25, 1886. It contained an acknowledgment that the bank had received the sum of £580 from James Dillon (the testator in this action) to the credit of his deposit account. It also contained the following statement:—"This deposit receipt is not transferable. The amount is repayable on demand, but will bear no interest unless it remains undisturbed for one month. The rate of interest is subject to alteration, of which notice will be given by advertisement in the *Times* newspaper. When the money is withdrawn, or the interest paid, the depositor must sign the cheque on the back hereof, first affixing a penny draft stamp. If part only is withdrawn, a new receipt will be given for the balance." On the back of the note was a form of cheque. This note was claimed by the testator's sister-in-law, as having been given to her by him shortly before his death. According to her evidence, which the court accepted as a true account of what took place, the testator sent her a message on the morning of the 11th of January, 1888, saying that he was very ill, and asking her to come and see him. She went to his house, and found him in his bedroom. When she had been with him some little time he took the deposit note out of a cash-box, and said to her, "Go and fetch me a pen and ink, and a stamp. Take my keys; you will find the stamps in my cupboard in the side-board, under my rent receipt book. I am going to give you this deposit note." He also said "I am going to give it you conditionally. If I get well, you will give it me back; if not, you will be all right." Shortly afterwards she returned with a stamp, and the testator then filled in the cheque with the date and the amount, "£580 and interest." The cheque contained the printed words, "Pay to self or bearer," and then there was a blank space. This was filled in by the testator with the word "bearer." He then signed his name across the stamp, and gave the note to her, repeating what he had said before. She took the note and put it in a drawer in his bedroom, but she subsequently put it in her pocket, and it remained in her possession until the testator's death on January 15, 1888. The sister-in-law also took benefits under the testator's will, which was made on January 9, 1888, and she and her brother and a niece of the testator were appointed executors and trustees of the will. This summons was taken out by one of the residuary legatees, to determine whether the gift of the note to the sister-in-law was a good *donatio mortis causa*. Kekewich, J., held that it was. On the appeal the court was asked to overrule previous cases in which it has been held that a deposit note may be the subject of a *donatio mortis causa*. It was also contended that, by reason of the indorsed cheque, the note in question was equivalent to a cheque which must be presented in the testator's lifetime, and could not, therefore, be the subject of such a gift.

THE COURT (COTTON, LINDLEY, and LOPES, L.JJ.) affirmed the decision. COTTON, L.J., held that upon the evidence there could be no doubt that the testator intended to make a present of the note to the claimant in the event of his death. As to the question whether the note could be the subject of a good *donatio mortis causa*, the note was in an unusual form, and his lordship was surprised that no evidence had been adduced as to the practice of the

bank with regard to notes of this kind. But he thought the object of the bank in putting the cheque on the back of the note was simply to provide an easy mode of proving that the deposit money had been paid, and that it did not amount to a contract that they would not repay the deposit money unless the cheque was signed. Of course, the bank would be entitled to a reasonable explanation of the circumstances under which the cheque was not signed. But the mere fact that this cheque was printed on the back of the note, and that it was signed by the testator, would not prevent the note from being the subject of a *donatio mortis causa*, if any deposit note could be the subject of a *donatio mortis causa*. It was said that this was the first time that the question had come before the Court of Appeal in England. It had been decided in a number of cases by courts of first instance that a deposit note might be the subject of a *donatio mortis causa*, and there was a decision by the Court of Appeal in Ireland to the same effect. But his lordship preferred to deal with the case on principle. Why should not such a note be a good subject of *donatio mortis causa*? It was true that the note alone would not confer on the donee a good title to the money, but in *Duffield v. Elwes* (1 Bl. 530) it was laid down by Lord Eldon that in the case of a *donatio mortis causa*, if anything were wanted to complete the title, the donee could call upon the representatives of the donor to lend their names for that purpose. *Moore v. Darton* (4 De G. & Sm. 517) shewed what kind of instruments might be the subject of a *donatio mortis causa*. In the present case, as in *Duffield v. Elwes*, the executors were trustees for the donee. Here the donee was herself an executrix, but his lordship did not rely upon that. LINDLEY, L.J., said that at first there appeared to be a difficulty in the way of holding that a deposit note could be the subject of a *donatio mortis causa*, because it was not a negotiable instrument, and the donee could not sue upon it in her own name; but that difficulty had been set at rest by Lord Eldon in *Duffield v. Elwes*. In that case Lord Eldon explained the difference between a *donatio mortis causa* and a gift *inter vivos*, and shewed that the principle that a court of equity would not assist a volunteer to complete his title did not apply to gifts made in contemplation of death. It was said that the testator could not have made a *donatio mortis causa* of a cheque drawn by himself to bearer; but, assuming that to be so, the question was, What was given? It was not a cheque, but a note. His lordship was satisfied that there could be a good gift of the note, although it was not negotiable. LOPES, L.J., said that the cheque on the back of the note did not alter the character of the note; it was merely a convenient mode of obtaining evidence that the deposit money had been repaid.—COUNSEL, *Ozens-Hardy, Q.C., and Melhoid; Warington, Q.C., and Bramwell Davis*. SOLICITORS, *Gedge & Co.; E. Chester*

High Court—Chancery Division.

GARRARD v. EDGE—Kay, J., 14th February.

PATENT—COSTS—NO CERTIFICATE OF PARTICULARS OF OBJECTIONS—RIGHT OF PLAINTIFF TO SET OFF COSTS OCCASIONED BY THE PARTICULARS—PATENTS, DESIGNS, AND TRADE-MARKS ACT, 1883, s. 29 (6)—R. S. C., LXV., 20

Adjourned summons on the part of the plaintiff to vary the taxing master's certificate, and that the costs of the suit, so far as related to futile attempts to dispute the plaintiff's right to a patent invention, should be taxed and set off against the taxed costs of the defendants.

KAY, J., said this was a patent action which had been dismissed, with costs, on the ground of non-infringement. The defendant had denied infringement and the validity of the patent. The court did not give any certificate as to the particulars of objections of the defendant under section 29 of the Patents Act, 1883, and did not express any opinion as to whether they were reasonable or proper. The defendant could not get the costs of those particulars, but the plaintiff now said that these proceedings of the defendants had caused him considerable costs in endeavouring to meet them, and that those costs should be allowed to him, and set off against the defendant's costs under ord. 65, r. 20. The condition precedent for that relief was a disallowance by the court or the taxing master of the costs of the defendant as being vexatious, improper, or unnecessary. The taxing master said that he had disallowed the costs of the particulars of objections because the defendant had not obtained the proper certificate. If the court had given a certificate the plaintiff would not be entitled to costs occasioned by these objections; there was no certificate, and that was the only reason why the taxing master had disallowed these costs. The condition precedent to the right of set-off, therefore, failed, and the summons must be dismissed, with costs.—COUNSEL, *Marten, Q.C., and Swinfen Eady; Aston, Q.C., and Chadwyck Healey*. SOLICITORS, *Francis & Johnson; Robinson, Preston, & Stow, for A. Pointon, Birmingham*.

Re WHITTEN, KING v. WHITTEN—North, J., 13th February.

WILL—CONSTRUCTION—REMOTENESS—GIFT TO CLASS CONDITIONALLY ON ATTAINING TWENTY-FIVE.

The question in this case was, whether a gift by will of the residuary estate of the testatrix was void for remoteness. The testatrix devised her real estate, and bequeathed the residue of her personal estate, to trustees, upon trust for sale and conversion, and, after making certain payments, to hold the residue of the proceeds of sale in trust for all the children of her son H., "who, being sons or a son, shall attain, or shall have attained, the age of twenty-five years, or, being daughters or a daughter, shall attain, or shall have attained, that age, or marry, or have married, under that age, in equal shares, and, if there shall be only one such child, the whole to be in trust for that one child; provided always, that, if any child or children of my son H. shall die in my lifetime, or before he, she, or they

shall attain the age of twenty-five years, leaving a child or children who, being a son or sons, shall attain the age of twenty-five years, or, being a daughter or daughters, shall attain or marry under that age, then and in every such case the last-mentioned child or children shall take (and, if more than one, equally between them) the share or respective shares which his, her, or their parent or respective parents would have taken of and in the said residuary moneys, if such parent or parents had attained the age of twenty-five years." And, in case there should be no child or issue of a deceased child or children of H. who should live to acquire a vested interest in the fund, the testatrix declared trusts thereof for other persons. H. survived the testatrix, and he was her sole next of kin. One child of his had died in her lifetime at the age of ten. At the date of her death H. had five children living, three sons and two daughters. The eldest son had attained twenty-five; the other four children were under twenty-five, and the daughters were both unmarried. It was argued that, as one of the children of H. had attained twenty-five at the death of the testatrix, the class of children capable of taking would be then ascertained, and its number could not be subsequently enlarged: *Gillman v. Daunt* (3 K. & J. 48). Consequently, on the authority of *Picken v. Matthews* (10 Ch. D. 264), the gift was not void for remoteness, but was a valid gift to such of the children of H. who were living at the death of the testatrix and who should attain twenty-five, or, if daughters, marry under that age. The proviso which introduced the grandchildren of H. into the class might be rejected.

NORTH, J., held that the gift was void for remoteness. He agreed that the authorities cited shewed that, if the gift had stopped before the proviso, the gift to the children of H. would have been valid. But the effect of the proviso was to make the class who were to take consist of children and issue of deceased children of H. who should attain twenty-five. Until a child of a deceased child of H. had attained twenty-five it would be impossible to say of whom the class would consist, and that might not happen till too remote a period.—COUNSEL, *Farwell; Ozens-Hardy, Q.C., and Gressener Woods; Everett, Q.C., and Bramwell Davis*. SOLICITORS, *Pritchard, Englefield, & Co.; Snell, Son, & Greenip*.

BIDWELL v. HOLDEN—North, J., 12th February.

MANDATORY INJUNCTION—FORM OF ORDER—RESTORATION OF FENCE WRONGFULLY PULLED DOWN—UNEDUCATED DEFENDANT.

A question was raised in this case as to the proper mode of expressing a mandatory injunction, the object of which was to compel the defendant (an uneducated man) to restore a fence which he had wrongfully destroyed. The plaintiff was the owner in fee of a plot of land, which had been allotted in the year 1815 to his predecessor in title under the provisions of an inclosure Act. The defendant was the tenant of an adjoining plot of land, which had been allotted under the same Act to one E. The award of the Commissioners who made the allotments ordered that E. should make, and that she and her heirs and assigns should for ever thereafter maintain and keep in good repair, the fence between her plot and the plot allotted to the plaintiff. The fence was to consist of a ditch, a bank, and a hedge on the bank. The defendant had broken down the hedge, removed the bank, and filled up the ditch, between his plot and the plaintiff's. By this action the plaintiff sought an injunction to restrain the defendant from permitting the fence to remain taken down or removed. The defendant had not entered an appearance to the writ. A statement of claim had been filed, and the action came on for trial upon motion for judgment. The defendant did not appear.

NORTH, J., said that, as the defendant was in a humble position in life, it would be better to make a positive order that he should do the act which it was intended to compel him to do—viz., to restore the fence—than to make an order in the negative form, restraining him from permitting the fence to remain as it was. An order in the negative form might, in such a case, lead to misapprehension. His lordship recollected a similar case in which Jessel, M.R., had made an order in the positive form. He should order the defendant to restore and replace the bank, ditch, and hedge, which he had broken down and removed, and to maintain and keep the same in good repair during the continuance of his lease.—COUNSEL, *Dibdin*. SOLICITOR, *Conrad Fitch*.

High Court—Queen's Bench Division.

STUBBS v. THE DIRECTOR OF PUBLIC PROSECUTIONS—13th February.

PUBLIC PROSECUTOR—LIABILITY TO PAY COSTS—30 & 31 VICT. c. 35, s. 2—42 & 43 VICT. c. 22, s. 7.

The question which arose in this case was as to the liability of the Public Prosecutor to pay the costs of certain criminal proceedings which had been taken up by him after the finding of a true bill against the accused. The facts were, shortly, these:—One Gastling charged two persons, Stubbs and Irving (the present plaintiffs), with conspiracy, and upon the Alderman's refusal to commit, had himself bound over to prosecute under the Vexatious Indictments Act (22 & 23 Vict. c. 17). The grand jury at the Central Criminal Court found a true bill against both defendants. The Public Prosecutor then intervened and took up the case. The defendants were acquitted, and the court ordered the Public Prosecutor to pay the costs of all the proceedings. It was contended on his behalf that he was not liable to pay for the costs after the finding of the true bill.

CAVE, J., in the course of a considered judgment, said that the question was whether the order of the Central Criminal Court, that the Director of Public Prosecutions should pay to Stubbs and Irving the sum of £164 17s. costs, was good. It was said to be properly made under 30 & 31 Vict. c. 35, s. 2, which enacted that whenever any bill of indictment should be

preferred to any grand jury under the provisions of the Act 22 & 23 Vict. c. 17 against any person who had not been committed to, or detained in custody, or bound by recognizance to answer such indictment, and the person accused thereby should be acquitted, thereon it should be lawful for the court before which such indictment should be tried, in its discretion, to direct and order that the prosecutor or other person by or at whose instance such indictment should have been preferred should pay unto the accused person the just and reasonable costs, &c, consequent upon the preferring of such bill of indictment. Section 7 of 42 & 43 Vict. c. 22 provided that where the Director of Public Prosecutions had taken up a case it should not be necessary that anyone should be bound over to prosecute, and anyone who had been so bound over or had given security for costs should be released from his obligation on the director undertaking the case, and the director should be liable to costs in lieu of such person. It was clear that no order such as the one in question could have been made under 30 & 31 Vict. c. 35 alone against the Director of Public Prosecutions, since he was not the person "by or at whose instance" the indictment was preferred. But the concluding words of section 7 of 42 & 43 Vict. c. 22 were relied on. Looking, however, at the grammatical construction of those words, they must be taken to impose no liability on the Director of Public Prosecutions other than that from which the original prosecutor was relieved by the preceding words—that was the costs for which he was liable under his security. The words relied upon ought to be so read rather than as imposing on the Director of Public Prosecutions a liability greater than that from which the original prosecutor had just been released, and so to give the original prosecutor an immunity which there was nothing in the preceding words to shew that he was intended to have. It was said that it was unreasonable that the original prosecutor should remain liable for costs when he had lost all control over the conduct of the prosecution. That argument would have more force if the liability to costs followed an acquittal automatically. But it did not. The court was to make the order "in its discretion." The object of the section was to discourage vexatious indictments, and it was far more reasonable that in such a case as the present the liability should remain with those who preferred the indictment than that it should be transferred to the Director of Public Prosecutions, whose action in undertaking a prosecution already commenced and taking up a bill already found the Legislature could not have wished to discourage. If the ground of the acquittal was that the prosecution was vexatious in its inception, there was no good reason why the original prosecutor should be relieved of the costs merely because, in the interests of justice, the Director of Public Prosecutions thought it right to intervene. If that were not the ground of the acquittal, but the prosecution failed from the difficulty of proving the case, that would be a reason, not why the Director of Public Prosecutions should pay the costs, but why the defendants should not have costs given to them at all. Unless it were shewn that the prosecution was vexatious or frivolous the court, in the proper exercise of its discretion, would decline to give the defendant his costs. It was not necessary to consider the wider question, whether an order under 30 & 31 Vict. c. 35 could, in any case, be made on the Director of Public Prosecutions. In this case it could not be made for the reasons given, and judgment must be for the defendant. A. L. SMITH, J., concurred. Judgment for the defendant—COUNSEL, Finlay, Q.C., Besley, and Wiles Chitty; Sir R. E. Webster, A.G., Danckwerts, and Avery. SOLICITORS, G. Humphreys & Son; The Solicitor to the Treasury.

Bankruptcy Cases.

Ex parte BARNETT, *Re* TAMPLIN & SON—Q. B. Div., 17th February.
BILL OF SALE—"TRUE OWNER"—PARTNERSHIP—CONVEYANCE BY ONE PARTNER OF WHOLE PROPERTY—VALIDITY AS TO MOIETY—BILLS OF SALE ACT, 1882, s. 5.

Several important points were raised in this case under the Bills of Sale Acts. The case was an appeal from an order of the county court judge at Pontypridd declaring that the title of one Louis Barnett under a bill of sale to certain goods was bad, and directing him to pay their value to the trustee. The bankrupts were father and son, and in June, 1888, the father obtained from Barnett, who is a money lender, the sum of £60 as a loan upon his stock-in-trade, for which he executed a bill of sale. On the bankruptcy the trustee sought to set aside this bill of sale, on the ground that the goods covered by the bill of sale were partnership goods, it being alleged that in 1885 the son joined his father in his business as a butcher, since which time the business had been carried on in partnership. The bill of sale holder now appealed from the order of the county court judge setting aside the bill of sale, it being contended on his behalf that there was no evidence that the goods specified in the schedule to the bill of sale were partnership goods, and, further, that, even if they were, the bankrupts and their trustee in bankruptcy were estopped from setting up any such defence, both the bankrupts being aware that the money was being lent on these goods. On behalf of the trustee it was submitted that there was ample evidence that the goods were partnership property, and that the grantor, being a partner, was not the "true owner" of either the whole or a moiety of the partnership property within the meaning of section 5 of the Bills of Sale Act, 1882.

THE COURT (CAVE and A. L. SMITH, JJ.) modified the order made in the county court. CAVE, J., said that the two bankrupts appeared to have been carrying on business together as butchers, and were made bankrupt in that business. The business was begun by the father in 1884, and the son joined him in 1885. In 1888 they were in want of money, and thereupon the father applied to the appellant to advance money on a bill of

sale. A bill of sale was prepared, by which certain property alleged to be partnership property was charged with the repayment of the £60 borrowed by the father. The first contention raised was that there was not, in fact, a partnership between the father and the son, or, if there were, it did not extend the goods which were the subject of the bill of sale. There was great difficulty in ascertaining what actually took place before the county court judge; but there seemed to be circumstances which would justify the court in coming to the conclusion that there was a partnership. Two points were important on that head—namely, that in 1885, when the son joined the father, the father and son joined in mortgaging certain property to raise money to put it into the firm, and, secondly, that in 1886 bills were printed the heading of which shewed that the business was a partnership one. The point that there was no partnership therefore failed. That being so, it was admitted by the respondent that by the common law, and apart from the Bills of Sale Act, the bill of sale holder would have a good title. Two partners wanted money for partnership purposes, and agreed to raise this money by mortgaging property to the bill of sale holder as if the property were the sole property of the elder partner. That it was admitted, apart from the Bills of Sale Act, would give the grantee of the bill of sale a good title as to the whole. There was no necessity to deal with the doctrine of estoppel as against the younger, because it was a fact that, being a partner, he did assent to the bill of sale to raise money for partnership purposes, and that would be strong evidence of authority from him to the elder bankrupt to execute the bill of sale and transfer the joint property to the bill of sale holder, which would be sufficient to give him a good title if the matter had stood at common law. But the respondent relied upon section 5 of the Bills of Sale Act, 1882, which provided that a bill of sale should be void, except as against the grantor, in respect of any personal chattels of which the grantor was not the "true owner" at the time of the execution of the bill of sale. The marginal note to that section shewed that what was in the mind of the Legislature when that section was passed was that a bill of sale should not affect after-acquired property, but the terms were general enough to cover a case like the present one. The real question was, what was the meaning of that section, and to what extent it applied where one of two partners executed a bill of sale of partnership property purporting to convey not his moiety, but the whole of it. The court could not agree that it empowered the owner of any share of the partnership property, however small, to execute a bill of sale of the whole of the partnership property, which would be good under the section against the trustee and the creditors. The words "true owner" in section 5 were used in their natural, and not in an artificial sense. They meant what an ordinary man would understand by them—namely, that the man must at the time be the true owner of the goods he purported to convey. It did not follow that because he was the true owner, subject to some lien or some equitable right, that he ceased to be the true owner since the words were used in a popular sense. The existence of a right of that kind did not prevent the true owner parting with his interest, and that was very much the condition of the partner here. The two partners were in want of money for partnership purposes, and if the two partners had joined, the bill of sale would be good, so, in the same way, the elder bankrupt was, within the meaning of the section, the true owner of his moiety and the younger bankrupt the true owner of his moiety. This was a conveyance by the elder bankrupt of the whole, and so of his half, and where one partner alone conveyed, even though he conveyed the whole, he was still the true owner of his own moiety, though not the true owner of the other moiety. It was, no doubt, desirable that the grantor should be the true owner of the things conveyed, and if a man put up some other person as being the owner and gave a bill of sale in a name not his own section 5 would not be complied with. But where, as in the present case, there were two true owners each the owner of a moiety, when one conveyed the whole, so far as the moiety was concerned he was the true owner of that moiety, though not the owner of the other part. The county court judge was, therefore, wrong in ordering the bill of sale holder to pay back the whole of the money, and the proper order would be that he should retain one-half and pay over to the trustee the other half. A. L. SMITH, J., concurred, and said that it was argued that as soon as the fact of the partnership was made out the bill of sale was *in toto* void. Assuming one partner became an execution debtor in the case of two partners, the sheriff went in and seized the undivided moiety of that partner. Here the father had an undivided moiety of the partnership property, and was the "true owner" of that undivided moiety within the meaning of section 5 of the Bills of Sale Act.—COUNSEL, Bigham, Q.C., and Glascoedyns; Channell, Q.C., and Benson. SOLICITORS, H. Smith & Co., for B. Barnett, Cardiff; Crowders & Vizard, for W. R. Davies, Pontypridd.

Ex parte SMITH AND OTHERS, *Re* SMITH & SONS—Q. B. Div., 13th February.

BANKRUPTCY—PROOF—REJECTION BY TRUSTEE—APPEAL—JOINDER OF APPEALS FROM SEPARATE ORDERS—PRACTICE.

This was an appeal from three orders made by the county court judge at Nottingham affirming the rejection by the trustee in the bankruptcy of three proofs tendered against the bankrupt's estate. On the case coming on for hearing, however, an objection was taken by the court that, without any order for consolidation, what were in reality three appeals had been joined together, and it was pointed out that by so doing the Government had been deprived of fees in respect of two stamps, amounting to 5s. each, on two notices of appeal, while the appellants had escaped payment of two deposits of £20 each on the appeals.

THE COURT (CAVE and A. L. SMITH, JJ.) refused to hear the appeal. CAVE, J., said that if what had been done was an experiment, it was one

which the court could not allow. The additional money must be paid, and the case must be adjourned in order that that might be done. A. L. SMITH, J., concurred.—COUNSEL, *Sidney Woolf*, Q.C., and *M'Cullagh*; *E. Cooper Willis*, Q.C., and *Herbert Reed*. SOLICITORS, *H. Rumney*; *Lee, Ockerby*, & *Everington*, for *E. Fraser*, Nottingham.

Ex parte LOWE, *Re* LOWE—Q. B. Div., 13th February.

BANKRUPTCY—APPEAL AGAINST RECEIVING ORDER—TENDER OF PETITIONING CREDITOR'S DEBT AFTER ACT OF BANKRUPTCY—RIGHT OF CREDITOR TO REFUSE PAYMENT—BANKRUPTCY ACT, 1883, s. 4, SUB-SECTION 1 (g), AND S. 6.

An important question was raised in this case as to whether a debtor, after an act of bankruptcy has been committed by him, can, by tendering payment of a debt to one creditor, prevent bankruptcy proceedings being taken against him, founded in part upon the debt so tendered. On the 20th of March, 1889, a bankruptcy notice was served upon the debtor in respect of a debt for £9, on failure to comply with the terms of which notice a bankruptcy petition was on the 23rd of April, 1889, presented against the debtor by five creditors whose debts amounted to £54. Before the hearing of the petition, however, the debtor paid to one of the petitioning creditors his debt of £10, and the petition was in consequence dismissed. On the 22nd of May, 1889, a tender of their debt of £25 4s. was made to another creditor, Messrs. Hayes, Candy, & Co., who refused to receive it, and on the 27th of May a second bankruptcy petition was presented against the debtor by Messrs. Hayes, Candy, & Co. and a Mr. Bendit, the aggregate debts amounting to £50 8s. 10d., and founded on the act of bankruptcy committed on the 20th of March, in the failure of the debtor to comply with the terms of the bankruptcy notice. Objection was taken by the debtor to this petition mainly on the ground that he had made a valid tender of their debt to Messrs. Hayes, Candy, & Co. before the petition was presented, and that, therefore, there was no sufficient petitioning creditor's debt, but the county court registrar made a receiving order against the debtor, and from that order the debtor now appealed.

THE COURT (CAVE AND A. L. SMITH, JJ.), dismissed the appeal. CAVE, J., said that not only was the registrar right in making the receiving order, but he would have done very wrong if he had not made it. It was quite obvious that the debtor was a person of a slippery nature, who would not pay his creditors if he could avoid it. An act of bankruptcy had been committed upon a small debt of £9, which showed the position of the debtor, and when advantage was taken of that act of bankruptcy by some creditors whose debts together amounted to £50 to present a petition, the debtor went and paid one debt in full and so defeated those bankruptcy proceedings. Another combination was formed, however, composed of one creditor to the former petition and another who had not joined in it, and thereupon the debtor tried the same thing over again. He approached one creditor and tendered his debt, which was very properly refused. It was obvious that what the debtor did was done solely for the purpose of preventing the proceedings being gone on with, and the creditor was perfectly justified in refusing to accept the money. Even assuming it to be the fact that the money was duly tendered, the creditor had clearly a right to refuse it. Several cases had been cited the principle of which applied to the present one, that principle being that at the time the debtor tendered the money he had committed an act of bankruptcy, and it might be the money was not his to tender at all, and if he became bankrupt within three months the creditor might have to pay the money back again. The court had had occasion more than once to tell people that they ought not to take money from a man who had committed an act of bankruptcy, at any rate until the three months during which he could be made bankrupt had elapsed. For example, there had frequently been before the court the case of a trustee under a deed of arrangement who had meddled with the bankrupt's estate after the act of bankruptcy committed, and before the three months had elapsed, and when a petition had been presented and a receiving order made, persons who had so dealt with the property had in vain applied to the court for consideration. The court had felt obliged to say that, the act of bankruptcy being known, the property ought not to have been touched, and no matter what such trustee said, he invariably had to restore any money so received and to pay the costs. It was quite clear that the creditor had the right—not to say that it was his duty—to refuse an offer made under such circumstances, and no objection could be taken to the receiving order on that ground. A. L. SMITH, J., concurred.—COUNSEL, *Hextall*; *Herbert Reed*. SOLICITORS, *Page & Seorer*, for *P. R. Truman*, Nottingham; *Clinton & Buckley*, for *Green & Williams*, Nottingham.

Ex parte THE MEXICAN SANTA BARBARA MINING CO., *Re* PERKINS—O. A. No. 1, 14th February.

BANKRUPTCY PETITION—"SECURED CREDITOR"—OBLIGATION TO GIVE UP OR VALUE SECURITY—COMPANY—LIEN ON SHARES FOR DEBT DUE FROM SHAREHOLDER—CUSTUS QUE TRUST OF SHARES—BANKRUPTCY ACT, 1883, ss. 6, 168.

This was an appeal from the dismissal by Mr. Registrar Linklater of a bankruptcy petition presented against Perkins, on the ground that the petitioning creditors, a joint-stock company, were secured creditors of the debtor, and that they had not, in accordance with section 6 of the Bankruptcy Act, 1869, valued their security, or stated that they were willing to give it up for the benefit of the creditors in the event of the debtor being adjudged bankrupt. The company's articles of association provided that the company might, without assigning any reason, decline to register any transfer of shares made by a member who was indebted to them; and also that the company should have a first and paramount lien on all shares "for all moneys due to the company from the registered holder or holders thereof, or other the persons for the time being entitled thereto as against the company, either alone or jointly with any other

person or persons, and may enforce such lien by forfeiture and sale of the shares on which such lien may attach." One Dickey was the registered holder of a large number of shares in the company. On the 5th of May, 1888, Perkins (the debtor) brought an action against Dickey and the company, claiming from Dickey, by virtue of some agreement between himself and Dickey, shares in the company to the value of £23,000, and claiming an injunction to restrain the company from allowing any transfer of Dickey's shares except to the plaintiff. On the 15th of May, 1888, Dickey executed transfers to other persons of all the shares which were registered in his name. The transfers were sent in to the company for registration, but they refused to register them, on the ground that Dickey was indebted to them in an amount exceeding the value of the shares, and the transfers were not registered. On the 8th of April, 1889, judgment was given in the action, by which it was declared that Dickey was a trustee for Perkins of shares in the company of the value claimed, and it was adjudged that Perkins do recover against Dickey shares in the company to the amount claimed. As against the company, the action was dismissed, with costs. For the taxed amount of the costs due under this order the company presented a bankruptcy petition against Perkins, stating in their petition that they held no security for their debt upon the property of Perkins. The registrar held that they were "secured creditors" within the meaning of the Act, on the ground that Perkins was the owner in equity of the shares, which, by virtue of the judgment, Dickey was bound to transfer to him, and that, by the articles of association, the company were entitled to a lien on that equitable interest for the debt which Perkins owed them. The petition was accordingly dismissed.

THE COURT (Lord COLERIDGE, C.J., Lord ESHER, M.R., and FRY, L.J.) reversed the decision, and made a receiving order. Lord COLERIDGE, C.J., said that it was extremely important to throw no doubt on the principle that companies had nothing to do with the relations which existed between trustees and *custus que trustant* as to shares. They could only have regard to the person whose name was on the register as the shareholder, and if he was a trustee they need not take notice of his *custus que trust*. To throw doubt on that principle would be to suggest qualifications which would involve companies in very serious difficulties in carrying on their business. No relations existed between the company and Perkins, and they had no lien on the shares as against him. Their lien, if any, was a lien on the shares as against Dickey. The definition of a secured creditor in section 168 of the Bankruptcy Act, 1883, was "a person holding a mortgage, charge, or lien on the property of the debtor as a security for a debt due to him from the debtor." Here the debt was due from Perkins, and the lien was on the shares of Dickey. The company, therefore, were not secured creditors of Perkins within the meaning of the Act. Lord ESHER, M.R., said that the law undoubtedly enabled companies to ignore the rights of a *custus que trust* of shares. And it was impossible to say that the lien which the company had on the shares of Dickey was a security for a debt due to them from Perkins. FRY, L.J., said that by the company's articles of association they had a paramount lien on all shares for debts due to them by registered shareholders and by other persons entitled to shares as against the company. Perkins was not the registered owner of the shares, and he was not "entitled to them as against the company," although he was entitled to them as against Dickey. It was the policy of the Companies Acts to relieve companies from any obligation to take notice of trusts. The words "persons entitled to the shares as against the company" would include executors and administrators of a deceased shareholder, and the trustee in bankruptcy of a shareholder, and a person who had obtained judgment against the company, e.g., under section 35 of the Companies Act, 1862, declaring him entitled to shares, but they would not include a *custus que trust* of shares.—COUNSEL, *Barnes*, Q.C., and *Yate Lee*; *Poley*. SOLICITORS, *Francis & Johnson*; *E. Kimber*.

Solicitors' Cases

SOLICITOR ORDERED TO BE SUSPENDED FOR SIX MONTHS.

14th February.—RICHARD SCUDAMORE (130, Trinity-road, Upper Tooting).

County Courts.

WHITE AND WIFE v. CROSIECK AND WIFE—Brompton, 27th January.

LIABILITY FOR MISREPRESENTATION BY MARRIED WOMAN—MARRIED WOMEN'S PROPERTY ACT, 1882, s. 1, SUB-SECTION 2.

Judge STONOR delivered judgment in this case as follows:—In this case the plaintiffs claimed £50 damages for representations made by the defendants on the sale of a bread, grocery, and provision business. The evidence for the plaintiffs was as follows:—The plaintiffs saw an advertisement in a newspaper offering the business in question for sale, and stating that "the bread business alone produced a profit of £2 weekly." The business was the husband's, and he had authorized an agent to advertise it as above; the plaintiffs also saw the wife, who confirmed the statement as to the profit on the bread business, and a written agreement was thereupon entered into for the purchase of the business by the plaintiffs for £110 "subject to there being a profit on the bread business alone of £2 weekly." The purchase was duly completed, but subsequently it appeared that the bread business alone, including the sale of flour, did not produce the above profit. At the trial a verdict was entered by consent for the plaintiffs for £30 as against the husband, and also as against the wife, who is possessed of separate property, subject to the

question whether the defendants were liable "in tort" for the misrepresentation made by her, which I have since considered. The remarkable case of *Wright v. Leonard and Wife* (30 L. J. C. P. 365), to which I referred at the trial, appeared to be exactly in point. There it was decided that no action was maintainable for a misrepresentation by a married woman that the signature to a bill of exchange was in her husband's writing, although the plaintiff had been thereby induced to advance money on the bill, upon the ground that no action could be brought for such misrepresentation "in contract," therefore it ought not to be allowed "in tort." The court was nevertheless divided in opinion, Erle, L.C.J., and Byles, J., being in favour of the defendants, for whom judgment was entered, and Willes and Williams, J.J., in favour of the plaintiff. Section 1, sub-section 2, of the Married Women's Property Act appears, however, to have altered the law in this respect, and, so to speak, to have overruled the case of *Wright v. Leonard and Wife*, as it provides that a married woman shall be capable of "suing and being sued in contract, tort, or otherwise, in all respects as if she were a *feme sole*," and that "damages or costs recovered against her shall be payable out of her separate property," and as a *feme sole* can of course be sued both "in contract" and "in tort" for misrepresentation, it follows that a married woman and her husband can now be sued "in tort" for misrepresentation by her, and that the defendants in the present case are both liable for the wife's misrepresentation. The verdict must therefore be entered against the wife, in respect of her separate property, as well as against the husband. Judgment accordingly.

LAW SOCIETIES.

CARDIFF AND DISTRICT INCORPORATED LAW SOCIETY.

The annual meeting of this society was held on the 24th ult., when Mr. IVOR VACHELL, the president, delivered an address, in which, discussing the legislation and attempted legislation of last session, he said: At the commencement of the year of my office a measure came into force by the provisions of which the High Court of Justice has been relieved of a very large amount of work. I refer to 51 & 52 Vict. c. 43. Pursuant to sections 65 and 66 of this statute within six months of the Act coming into force 687 actions of contract and 73 of tort were remitted from the High Court for trial in the county courts. This is only the commencement, I believe, of a considerably extended jurisdiction which will be given to county courts. I have never been able to understand why these courts should possess jurisdiction up to large amounts in difficult and abstruse bankruptcy, equity, and admiralty cases without a corresponding common law jurisdiction. It is anomalous that a tradesman cannot issue a plaint in a county court for his bill of £60 for goods supplied or work done, but that a merchant may require a county court under its admiralty jurisdiction to investigate a complicated mercantile dispute involving a claim of some hundreds of pounds. This is a state of things which in these progressive days will not I think be allowed to long continue, and at no distant date we may expect to see an extended common law jurisdiction given to the county courts, with a consequent decentralization of legal work from our metropolis into the counties. In France every case is tried in the district in which the cause of action arises, and the courts of first instance there have (subject to an appeal to the district appeal courts) jurisdiction to try any case, whatever is the amount involved, or the nature of the claim. In briefly dealing with the legislation of the past year I would first and foremost refer to a measure which may vitally affect us as a profession. Although it failed to pass through Parliament last session it is stated that it will be brought forward by the Lord Chancellor next session as a Government measure, and without the amendments appended to it during the past three sessions. I need hardly say that I refer to the Land Transfer Bill. This Bill has in one form or another been three times presented to Parliament. Last session after passing its third reading in the House of Lords it came to an end by a very narrow majority upon a motion to omit certain clauses. To the primary object of the Bill I think that we as a profession probably have no objection, but it is the compulsory form of the measure we object to—the making a new and untried system of conveyancing compulsory. If experience proves the proposed new system of conveyancing to be a beneficial one, compulsion will not be necessary. What has been felt by the great body of solicitors, as represented by the Council of the Incorporated Law Society, and the committees of the provincial societies, is that it would be a hardship upon them, and upon the public to make a new system of conveyancing absolutely compulsory when the advantages given by Lord Cairns' Land Transfer Act of 1875 and his Acts of 1881 and 1882 appear to make such a change unnecessary. These conveyancing statutes of Lord Cairns were in their nature not compulsory, but as soon as they became law it was perceived that the proposed shortened forms of conveyances and mortgages were improvements, and the consequence has been that such abbreviated forms are now universally used. Should a Land Transfer Bill find its way into the statute book, I think you will all agree with me that it must, for our protection, contain a clause that transfers shall only be carried through by the parties to them, or by duly qualified solicitors on their behalf. Provincial law societies are a great aid to the Incorporated Law Society in taking measures to effect the introduction into a Bill of a clause such as this.

The following are extracts from the report of the committee:—
Members.—There are now ninety-one members and ten subscribers to the library.

The Land Transfer Bill.—Your committee followed the Land Transfer Bill through its chequered course last year, and though it was ultimately withdrawn by the Lord Chancellor, still it is stated that it will be taken

up as a Government measure during next session. Already movements are taking place with the object of watching the progress of the Bill, and some very able observations on it have been published by Mr. N. T. Lawrence, a member of the Incorporated Law Society for the United Kingdom.

LAW STUDENTS' JOURNAL.

LAW STUDENTS' SOCIETIES.

LIVERPOOL LAW STUDENTS' ASSOCIATION.—Feb. 17.—A debate took place on the following subject:—"If a woman, married in 1886, purchases property, and has it conveyed to her child, will the child hold beneficially?" The affirmative was supported by Messrs. Hood, Magee, Lockwood, Martin, and Byrne. The negative was supported by Messrs. Priest, Lloyd, McMaster, and Todd. The question was decided in the affirmative by a majority of five.

LAW STUDENTS' DEBATING SOCIETY.—Feb. 18.—Mr. Douglas in the chair. The debate, "That this society disapproves of the policy of the Government," was opened by Mr. Herbert Smith in the affirmative. He was supported by Messrs. E. J. Harvey and J. W. Blagg, and opposed by Messrs. J. D. Crawford, Windsor, Watson, Leslie, Williams, Newton, Crouch, G. G. Douglas, and Stephen. Mr. Foden Pattinson replied for Mr. Smith, and on a division the motion was lost by a majority of eight.

LEGAL NEWS.

OBITUARY.

Mr. THOMAS WILLIAM OAKLEY, solicitor, of Monmouth, died on the 30th ult., at the age of seventy-one. Mr. Oakley was admitted a solicitor in 1839, and for nearly fifty years he had carried on a large practice at Monmouth. He was a perpetual commissioner for Monmouthshire, and he was a magistrate for the borough of Monmouth. He was formerly a member of the Monmouth Town Council. Mr. Oakley was also a member of a large banking firm at Monmouth. His son, Mr. Thomas Robert Oakley, is now town clerk of Monmouth and registrar of the Monmouth County Court.

Mr. EDMUND PRACHEY, solicitor, of Chichester, died on the 28th ult., at the age of seventy-three. Mr. Peachey was admitted a solicitor in 1841, and he had since had a large practice at Chichester. He was formerly a member of the Chichester Town Council. In 1872 he was elected clerk of the peace for the city, but he resigned that office a few months ago, on account of failing health. Mr. Peachey was also clerk to the West Sussex Commissioners of Sewers.

Mr. JOSEPH RUSCOMBE POOLE, solicitor, of Bridgwater and Weston-super-Mare, died on the 9th inst. in his seventy-second year. Mr. Poole was the son of Mr. Joseph Ruscombe Poole, solicitor. He was admitted a solicitor in 1841. He was formerly in partnership with his father, then with his brother, the late Mr. Gabriel Stone Poole, and more recently with his son, Mr. Walter Joseph Ruscombe Poole. The firm are joint clerks to the St. John's Burial Board, and also to the Lower Axe, Stockland, King's Sedgmoor, and Carey Valley District Drainage Boards. Mr. Poole was a perpetual commissioner for Somersetshire, and he had a large private practice both at Bridgwater and at Weston-super-Mare. He was buried at Clevedon on the 13th inst.

Mr. RICHARD MARRACK, solicitor (of the firm of Hodge, Hockin, & Marrack), of Truro, died on the 12th inst. Mr. Marrack was admitted a solicitor in 1855, and he had been for many years a member of the firm of Hodge, Hockin, & Marrack. Mr. Marrack had an extensive county court practice in the district. He was clerk to the Truro Board of Guardians, Assessment Committee, School Attendance Committee, and Rural Sanitary Authority. His private practice was extensive, his firm having been for many years solicitors to Lord Falmouth.

Mr. WILLIAM GRIMWOOD TAYLOR, solicitor, of Derby, died on the 11th inst. from pleuro-pneumonia, in his seventy-ninth year. Mr. Taylor was the eldest son of Mr. Samuel Taylor, solicitor. He was admitted a solicitor in 1832, having been articled to his father, with whom he was for several years in partnership. He practised for many years in John-street, Bedford-row, where he had an extensive agency business. About thirty years ago he removed to Derby, where he became associated with the late Mr. James Simpson, who was district probate registrar at Derby. He was subsequently joined by his son, Mr. Adolphus Grimwood Taylor, and Mr. Charles Weaver was for a short time a member of the firm. Mr. Taylor had recently filled the post of president of the Derby Incorporated Law Society. He had been for several years a widower, and he leaves one son and one daughter.

Mr. JAMES LORIMER, LL.D., Professor of Public Law in the University of Edinburgh, who died at Edinburgh on the 13th inst. from pleurisy, in his seventy-second year, was educated at the University of Edinburgh, and he was admitted a member of the faculty of advocates in Scotland in 1845. He was author of treatises on "The Institutes of Law" and "The Institutes of the Law of Nations." In 1862 he was appointed Professor of Public Law in the University of Edinburgh, and he held that office until his death. Professor Lorimer was an honorary LL.D. of the University of Glasgow, and in 1888 he received a similar honour from the University of Bologna.

Mr. RICHARD OTTAWAY TURNER, barrister, died at Exeter on the 6th inst. Mr. Turner was the eldest son of Mr. Richard Turner. He was educated at Trinity College, Cambridge, where he graduated as a junior optime. He was called to the bar at Lincoln's-inn in Easter Term, 1844, and he practised as an equity draughtsman and conveyancer. He was the joint author, with Mr. Wolstenholme, of the well-known treatises on the Conveyancing Acts and the Settled Land Act. He held for several years a commission as captain in the Inns of Court Rifle Volunteers.

APPOINTMENTS.

Mr. WILLIAM OTTO ADOLPH DANCKWERTS, barrister, has been appointed Standing Counsel to the Commissioners of Inland Revenue, in succession to Mr. Albert Venn Dicey, Q.C. Mr. Danckwerts is the eldest son of Mr. Adolph Victor Danckwerts, and was educated at St. Peter's College, Cambridge. He was called to the bar at the Inner Temple in July, 1878, and he practises on the South-Eastern Circuit.

Sir ELLIOT CHARLES BOVILL, Chief Justice of Cyprus, has been appointed Chief Justice of Western Australia. Sir E. Bovill is the fourth son of the late Mr. William John Bovill, Q.C., and was educated at Westminster and Christ Church, Oxford, where he graduated third class in Law and Modern History in 1871, and he was called to the bar at Lincoln's-inn in Hilary Term, 1873. He was Assistant-Judicial Commissioner of Cyprus from 1878 till 1881, and Judicial Commissioner from 1881 till 1883, when he was appointed Chief Justice of Cyprus. He received the honour of knighthood in 1884.

Mr. ARTHUR ALEXANDER BANES, solicitor, of 62, Mark-lane, and of Plaistow, has been elected Vestry Clerk of the parish of West Ham, in succession to the late Mr. George Alfred Sedgwick. Mr. Banes was admitted a solicitor in 1884.

Mr. NATHANIEL JOSEPH HIGHMORE, solicitor, chief clerk in the Solicitors' Department of the Inland Revenue Office, has been appointed an Assistant-Solicitor to the Board of Inland Revenue.

Mr. HENRY WING, solicitor, of Nottingham, has been elected President of the Nottingham Incorporated Law Society for the ensuing year. Mr. Wing was admitted a solicitor in 1851.

Mr. WILLIAM BRADLEY, solicitor, of Cardiff, has been elected President of the Cardiff and District Incorporated Law Society for the ensuing year. Mr. Bradley was admitted a solicitor in 1867.

Mr. GEORGE DENNIS DAY, solicitor (of the firm of Wallingford & Day), of Huntingdon and St. Ives, has been elected Town Clerk of the borough of St. Ives. Mr. Day is a graduate of St. John's College, Cambridge. He was admitted a solicitor in 1885. Mr. Day has also been appointed Clerk to the county magistrates at St. Ives. Both appointments were held by his father, the late Mr. George Newton Day.

Mr. GEORGE HAWLEY, solicitor, of Longton, has been appointed Clerk to the magistrates for that borough in succession to his father, the late Mr. George Hulme Hawley.

Mr. THEODORE HENRY SHUCKBURN CAPRON, solicitor, of Oundle, has been appointed Clerk to the Oundle Burial Board, and Clerk to the Kingscliffe Highway Board. Both appointments were held by his partner, the late Mr. Edward Castel Sherard.

Mr. AMER ALI, barrister, C.I.E., has been appointed a Judge of the High Court of Judicature at Calcutta, on the resignation of Sir Romesh Chunder Mitter. Mr. Justice Ali was called to the bar at the Inner Temple in Hilary Term, 1873. He was for several years chief presidency magistrate at Calcutta, and he was subsequently a member of the council of the Governor-General. He was created a companion of the Order of the Indian Empire in 1887.

The Hon. EDWARD PRINSON THESIGER, C.B., Secretary of Presentations to the Lord Chancellor, has been appointed Clerk Assistant to the House of Lords, on the resignation of Mr. Ralph Disraeli.

Mr. LEONARD NEVILLE, solicitor, of No. 5, Furnival's-inn, London, E.C., has been appointed a Commissioner for Oaths.

CHANGES IN PARTNERSHIP.

DISSOLUTION.

GEORGE FRANCIS HUGGINS and PHILIP JOHN RUTLAND, solicitors (Huggins & Rutland), 69 and 89, Chancery-lane, London, and High Wycombe, Feb. 7. The said Philip John Rutland will continue the practice at 69, Chancery-lane, and High Wycombe. [Gazette, Feb. 14.]

GENERAL.

The Times states that the Bankruptcy Divisional Court issued on Tuesday the following new regulation as to bankruptcy appeals:—"From and after February 22, 1890, every notice of motion by way of appeal shall state the grounds on which it is contended that the order appealed from is erroneous, and any objection that any of such grounds were not taken in the court below shall be taken as a preliminary objection before the argument on that ground of appeal is commenced."

It is stated that a Bill, backed by Sir Albert Rollit, Messrs. Asquith, Bowen Rowlands, and Warrington, proposes to amend criminal law procedure. The memorandum on the Bill says that according to the present state of the law, upon the trial of a person for felony, the jury cannot separate after he is once given in charge until they have delivered their verdict. This rule does not apply to misdemeanours, and the distinction probably arose out of the reasonable jealousy in ancient times (when all felonies above the value of 1s. were at common law punishable with death) of the possibility of the jury being tampered with. In ancient times also, and even down to the year 1835, when the Prisoners' Counsel Act passed,

criminal trials rarely exceeded a day in length. The distinction now existing between felonies and misdemeanours is often hardly more than normal, and the present Bill proposes to abolish this distinction, and allow juries to obtain refreshment. It would also allow persons committed on a coroner's warrant to be taken before a justice of the peace, and would entitle persons committed by a coroner to copies of the depositions. There are still very many misdemeanours in respect of which the courts have no power to award the prosecutor and witnesses their costs, and a clause in the Bill assimilates the law as to the costs in felonies and misdemeanours. It sometimes transpires in the course of a trial that facts of great importance with reference to the truth or otherwise of the charge are known to individuals who are not present, and who are not under recognizance or subpoena to give evidence, but whose attendance could be secured if the further hearing of the case were adjourned, and one of the clauses enables the court to direct such persons to be ordered to attend the adjournment of the trial, and to direct the trial to be adjourned accordingly.

COURT PAPERS. SUPREME COURT OF JUDICATURE.

Date.	ROTA OF REGISTRARS IN ATTENDANCE ON APPEAL COURT No. 2.		Mr. Justice KAY.	Mr. Justice CHITTY.
			Mr. Justice NORTH.	Mr. Justice STIRLING.
Monday, Feb.....	24	Mr. Godfrey	Mr. Pemberton	Mr. Farmer
Tuesday	25	Leach	Ward	Rolt
Wednesday.....	26	Godfrey	Pemberton	Farmer
Thursday	27	Leach	Ward	Rolt
Friday	28	Godfrey	Pemberton	Farmer
Saturday, March.....	1	Leach	Ward	Rolt
Monday, Feb.....	24	Mr. Justice NORTH.	Mr. Justice STIRLING.	Mr. Justice KEKEWICH.
Tuesday	25	Mr. Lavis	Mr. Pugh	Mr. Clowes
Wednesday.....	26	Carrington	Beal	Jackson
Thursday	27	Lavis	Pugh	Clowes
Friday	28	Carrington	Beal	Jackson
Saturday, March.....	1	Carrington	Beal	Jackson

WINDING UP NOTICES.

London Gazette.—FRIDAY, Feb. 14.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

AUSTRO-HUNGARIAN GOLD EXTRACTION CO., LIMITED—Creditors are required, on or before March 7, to send their names and addresses, and the particulars of their debts or claims, to John Lord, 3, Bucklersbury. Friday, March 31, at 11, is appointed for hearing and adjudicating upon the debts and claims.

LEICESTER INDUSTRIAL ASSURANCE AND BUILDING CO., LIMITED—Peta for winding up, presented Feb 14, directed to be heard before Stirling, J. on Saturday, March 1. Huarell & Mayo, Queen Victoria st., solrs for petner.

LONDON CONSUMERS' PURE SANITARY MILK CO., LIMITED—Stirling, J. has, by an order dated Jan 29, appointed Mr Willie Rowland Walker, 8, Old Jewry, to be official liquidator.

NIAGARA, LIMITED—North, J. has, by an order dated Jan 30, appointed John Hardcastle, 64, St Clement's house, Clement's lane, to be official liquidator. Creditors are required, on or before March 22, to send their names and addresses, and the particulars of their debts or claims, to the above Wednesday, April 2, at 1, is appointed for hearing and adjudicating upon the debts and claims.

PAKKE'S ELECTRIC WIRE CORPORATION, LIMITED—Creditors are required, on or before March 15, to send their names and addresses, and the particulars of their debts or claims, to Arthur Mackenzie, Temple chambers, Temple avenue.

RIO DEL ORO GOLD MINES, LIMITED—North, J. has, by an order dated Jan 22, appointed Mr John Francis Clarke, 41, Coleman st., to be official liquidator.

SMITH, LISTER, & CO., LIMITED—Creditors are required, on or before March 19, to send their names and addresses, and particulars of their debts or claims, to Arthur Hugh Lister, Leytonstone.

THE CONSOLIDATED CREDIT AND MORTGAGE CORPORATION, LIMITED—Creditors are required, on or before March 6, to send their names and addresses, and the particulars of their debts or claims, to William Henry Pannell, 13, Basinghall st.

THE DORRING STREAM LAUNDRY CO., LIMITED—Creditors are required, on or before Feb 22, to send their names and addresses, and the particulars of their debts or claims, to Frederick Bargman, 76, South st, Dorking. Dalton & Jessett, Clement's lane, solrs for liquidator.

THE PLOUGH HOTEL CO., CHELTENHAM, LIMITED—Creditors are required, on or before March 19, to send their names and addresses, and the particulars of their debts or claims, to Mr Thomas Sanders, 1, Promenade, Cheltenham.

RYLAND & WAGHORNE, CHELTENHAM, solrs for liquidator.

UNION AGENCY, LIMITED—Peta for winding up, presented Feb 11, directed to be heard before Stirling, J. on Saturday, Feb 22. Karly & Co, 43, Winchester st, solrs for petners.

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

CLITHEROE JUBILEE MILL CO., LIMITED—Peta for winding up, presented Dec 12, directed to be heard before Bristowe, VC, on Monday, Feb 24. Radcliffe, Blackburn, solrs for petners.

FRIENDLY SOCIETIES DISSOLVED.

BROUGHTON INDEPENDENT FRIENDLY SOCIETY, Grapes Inn, Coney-Broughton, Denbigh Feb 11.

JOYFUL SHEPHERDS LODGE, Branch of the Loyal Order of Ancient Shepherds, Ashton Unity, Alma Hotel, Bury, Lancaster Feb 12.

SUSPENDED FOR THREE MONTHS.

BARNSTABLE CO-OPERATIVE SOCIETY, LIMITED, Jubilee School, Cross st, Barnstable, Devon Feb 12.

BATTSFORD SELF-HELP CO-OPERATIVE SOCIETY, LIMITED, Battsford, Mirdfield, York Feb 12.

BREASTON CO-OPERATIVE SOCIETY, LIMITED, Stores, Chapel rd, Breaston, Derby Feb 12.

BRYNAMMAN CO-OPERATIVE AND INDUSTRIAL SOCIETY, LIMITED, Brynamman, Carmarthen Feb 12.

CHURCHTOWN INDUSTRIAL CO-OPERATIVE SOCIETY, LIMITED, Churchtown, Southampton, Lancaster Feb 12.

CO-OPERATIVE INSTITUTE SOCIETY, LIMITED, 115, Cannon st Feb 12.

DIDSBURY AND BARLOW MOOR INDUSTRIAL CO-OPERATIVE SOCIETY, LIMITED Feb 12.

DOVE AND RAINBOW LOAN SOCIETY, LIMITED, Dove and Rainbow Inn, Nottingham Feb 12.

FINBOROUGH CO-OPERATIVE SOCIETY, LIMITED, Stores, Finborough, Stowmarket, Suffolk Feb 12
GARGRAVE INDUSTRIAL CO-OPERATIVE SOCIETY, LIMITED, South st, Gargrave, Leeds Feb 12
HORNCASTLE EQUITABLE CO-OPERATIVE SOCIETY, LIMITED, 3, Shilby rd, Horncastle, Lincoln Feb 12
LESTON INDUSTRIAL CO-OPERATIVE SOCIETY, LIMITED, Sizewell rd, Leston, Suffolk Feb 12
LONDON PRODUCTIVE SOCIETY, LIMITED, Ditton Works, Thames Ditton, Surrey Feb 12
LOWHAM INDUSTRIAL AND PROVIDENT SOCIETY, LIMITED, Stores, Lowham, Nottingham Feb 12
MARKFIELD INDUSTRIAL CO-OPERATIVE SOCIETY, LIMITED, High st, Markfield, Leicester Feb 12
MIDLAND EQUITABLE CO-OPERATIVE SOCIETY, LIMITED, 14, Pershore st, Birmingham Feb 12
PRIORS MARSTON CO-OPERATIVE AND PROVIDENT SOCIETY, LIMITED, Priors Marston, Warwick Feb 12
RAINTON GATE CO-OPERATIVE SOCIETY, LIMITED, Rainton Gate, Fence Houses, Durham Feb 12
RENSHAW PROVINCIAL CO-OPERATIVE SOCIETY, LIMITED, Emmett Carr lane, Renshaw, Derby Feb 12
SAPCOTE CO-OPERATIVE SOCIETY, LIMITED, Church st, Sapcote, Leicester Feb 12
SHIRBURN CO-OPERATIVE SOCIETY, LIMITED, Stores, Shirburn, Tetworth, Oxford Feb 12
STONY STANTON NEW CO-OPERATIVE SOCIETY, LIMITED, 1, Yew Tree House, Long st, Stony Stanton, Leicester Feb 12
SUTTON-IN-ASHFIELD EQUITABLE CO-OPERATIVE SOCIETY, LIMITED, Parliament st, Sutton-in-Ashfield, Nottingham Feb 12
SWINDON PROVIDENT CO-OPERATIVE SOCIETY, LIMITED, 1, Henry-street, New Swindon, Wilts Feb 12
TEN ACRES AND STITCHLEY-STREET CO-OPERATIVE INDUSTRIAL SOCIETY, LIMITED, Birmingham-street, Halesowen, Worcester Feb 12
WALTON INDUSTRIAL CO-OPERATIVE SOCIETY, LIMITED, Queen-street, Walton, Suffolk Feb 12
WHITBY WORKING MEN'S CO-OPERATIVE AND INDUSTRIAL SOCIETY, LIMITED, 4, Sandgate, Whitby, York Feb 12
WITTHAM CO-OPERATIVE INDUSTRIAL AND PROVIDENT SOCIETY, LIMITED, Long Whittenham, Berks Feb 12

London Gazette.—TUESDAY, Feb. 18.
JOINT STOCK COMPANIES.
 LIMITED IN CHANCERY.

HOMER DISTRICT CONSOLIDATED GOLD MINES CO., LIMITED—Kay, J. has, by an order dated Feb 8, appointed Harry Coleman Richardson, 99, Gresham-st., to be official liquidator
JOHANNESBURG HOTEL CO., LIMITED—Creditors are required, on or before March 15, to send their names and addresses, and particulars of their debts of claims, to Joseph John Saffery, 14, Old Jewry chmbrs Friday, March 23, at 12, is appointed for hearing and adjudicating upon the debts and claims
LENNOX PUBLISHING CO., LIMITED—Kay, J. has, by an order dated Feb 3, appointed Edward James Wickenden, 23, Finsbury circus, to be official liquidator
THE TEST VALLEY IRON WORKS CO., LIMITED—Creditors are requested, on or before March 20, to send their names and addresses, and the particulars of their debts and claims, to James Appleford, Millbrook, Southampton

UNLIMITED IN CHANCERY.

SAVINGS BANK FOR CHELSHA—Creditors are required, on or before March 18, to send their names and addresses, and the particulars of their debts of claims, to Arthur Cooper, 14, George st, Mansion House. Friday, March 21, at 2, is appointed for hearing and adjudicating upon the debts and claims

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

BANKHALL OIL AND CHEMICAL WORKS, LIMITED—Petn for winding up, presented Feb 15, directed to be heard before the Vice Chancellor, on Feb 27, at St George's Hall, Liverpool. Masters & Rogers, Liverpool, solrs for petn
ELLIOTT, OLNEY, & CO., LIMITED—By an order made by the Vice Chancellor, dated Feb 11, it was ordered that the voluntary winding up of the company be continued. Addleshaw & Warburton, Manchester, solrs for petn
GEORGE FORRESTER & CO., LIMITED—By an order made by Bristowe, V.C., dated Feb 10, it was ordered that the company be wound up. Gill & Co, Liverpool, solrs for petn

FRIENDLY SOCIETIES DISSOLVED.

DRAYTON BRANCH, INDEPENDENT ORDER OF RECHARITES, SALFORD UNITY, Congregational Schoolroom, Market Drayton, Salop Feb 13

SUSPENDED FOR THREE MONTHS.

LILY OF THE VALLEY LODGE OF THE ORDER OF DRUIDS, Nags Head Inn, Kiln-hurst, Rotherham, York Feb 14
SONS OF LABOUR LODGE OF THE ORDER OF DRUIDS, Dun Cow Inn, Horsey-lea Heath, Tipton, Stafford Feb 15
YOUNG FAIRLYN LODGE OF DRUIDS, Crown and Sceptre Inn, Scholes st, Wigan, Lancaster Feb 15

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Feb. 7.

ASKEW, GEORGE, St Luke's, Southport. March 21. Horner & Edmonson, Wakefield
BATE, CHARLES SPENCE, Plymouth, Surgeon Dentist. March 30. Bennett, Devonport
BUTLER, CAROLINE ELIZA, Bath. March 31. Stone & Co, Bath
COHEN, LIONEL BENJAMIN, New crt, St Swithin's lane, Exchange Broker. April 15. Simpson & Cullingford, Gracechurch st
COLETT, MARTHA, Chapel st, Birkenhead. March 8. Thompson & Hughes, Birkenhead
COSKES, FREDERICK WILLIAM, Melbury rd, Kensington, Esq. April 9. Tamplin & Co, Finchchurch st
DAVIDSON, ALEXANDER, St George's rd, Hampstead. March 25. Indermaur & Co, Devonshire ter, Portland place
ECCLER, JOHN, York, Butcher. March 15. Jones & Piercy, York
FARNIE, HENRY BROUGHAM, Dane's inn, Strand, Dramatic Author. March 10. Stanley & Woodhouse, Abchurch lane
FRASER, GRACE, once of Brackla, Nairn, Scotland. March 31. Robinson & Co, Lincoln's inn fields
FRENCH, GEORGE, Ventnor, I W, Gent. March 31. Voas, Bethnal gn rd
GILL, MARK, Bradford, Gent. March 20. Rawnsley & Peacock, Bradford
GOSKER, JOHN SHIRLES, Strand, Auctioneer. March 7. Hyde & Co, Ely place
GREENWOOD, MARY, Cheltenham. March 25. Ryland & Wagborne, Cheltenham
HARRISON, EDWIN, Spridlington, Lincs, Farmer. Feb 28. Tweed & Co, Lincoln
JOHNSON, BURDITT, No 1 District of Montserrat, West Indies. March 15. A F & R W Tweedie, Lincoln's inn fields
KIRKBY, ANNE, Corston, Lancs. March 15. Nalder, Barrow in Furness

LAMBERT, GEORGIANA ESTHER, Boscombe, Southampton. April 15. Simpson & Cullingford, Gracechurch st
WEBSTER, ANN, Alliston Marshes, Yorks. March 9. Whitehead, Pickering
MARSTON, DR. JOHN WESTLAND, Euston rd. March 10. Weir, Bucklersbury
MONTPEYNT, WILLIAM, Choriton upon Medlock, Manchester. March 25. Diggle & Ogden, Manchester
MOSS, JOHN, Birkdale, Southport, Gent. April 1. Chapman & Co, Manchester
OLLERENSHAW, WILLIAM, Choriton upon Medlock, Manchester, Outfitter March 25. Addleshaw & Warburton, Manchester
PALMER, REV CHARLES EDWARD, Gt Torrington, Devon, Clerk. March 31. Palmer & Co, Trafalgar sq
PHILL, ANDREW BELL, St Paul's churchyard, Wholesale Warehouseman. April 3. Carter & Barber, Austinfriars
PITTMAN, MARIA, Larkall, Bath. March 31. Stone & Co, Bath
ROBERTSON, SAMUEL, Liverpool, Gent. March 31. Harvey & Co, Liverpool
SALMON, GEORGE, Totterdown, Bristol, Building Surveyor. March 18. Broad & Pottow, Bristol
SEMPER, HARRIET WALSH PORTER, Montserrat, West Indies. March 15. A F & R W Tweedie, Lincoln's inn fields
SEMPER, MARTIN, Montserrat, West Indies, Planter. March 15. A F & R W Tweedie, Lincoln's inn fields
SIMMONS, SARAH GEORGINA JANE, Sittingbourne, Kent. March 1. Harris, Sittingbourne
STRICKLAND, EDWARD, Redland, Bristol, Gent. March 25. Strickland, Bristol
TOMLIN, JOSEPH, Handsworth, Staffs, Farmer. March 14. Blackham & Taylor, Birmingham
WAIDE, WILLIAM, Methley, York, Retired Cooper. March 10. Lumb & Bailey, Leeds
WALTON, BLYTHE BAKER, Warwick, Gent. March 8. Chinn, Birmingham
WELLS, WILLIAM, Holme Wood, near Peterborough. March 15. Frere & Co, Lincoln's inn fields
London Gazette.—TUESDAY, Feb. 11.

AKSHURST, WILLIAM, Hastings, Yeoman. April 1. Meadows & Co, Hastings
BAXTER, JAMES, Kingston upon Hull, Clothier. March 13. Rolitt & Sons, Hull
BOYLE, HON ELIZABETH, Purley Lodge, nr Reading. March 31. Cleave & Cleave, Devonshire chmbrs, Bishopsgate st
BROWN, WALTER, Barway, Cantab, Gent. March 31. Francis & Francis, Cambridge
COLLIER, JAMES, Downham, Lancs, Yeoman. May 1. Hall & Co, Clitheroe
DAVIS, WILLIAM, Holmer, Hereford, Market Gardener. March 25. Wallis, Hereford
DEAN, WILLIAM, Middup, Gisburne, Yorks, Yeoman. May 1. Hall & Co, Clitheroe, Lancs
DICKSON, JOSEPH BRIGGS, Preston, Solicitor. March 10. Buck & Co, Preston
EVANS, HANNAH, Gwarcaeau, Cardigan. March 8. Pugh, Aberayron
GOODDAY, JAMES, Harold Wood, nr Romford, Clerk in Holy Orders. March 22. Stevens & Co, Witham
GRANT, THOMAS, Breakspear's rd, Deptford, Kent, Gent. March 7. Lockyer, New Cross rd
GROSVENOR, JOHN EDWARD, Kingston upon Hull, Gent. March 10. Hall, Hull
HALLGATH, GEORGE, Seacombe, Chester, Gent. March 20. Grace & Smith, Liverpool
HALLIWELL, HANNAH, Bradford. March 20. Gaunt & Co, Bradford
HARRISON, WILLIAM, Liverpool, Metal Agent. March 25. Collins & Co, Liverpool
HEARD, JOHN HENRY, Altrincham, Chester, Commercial Traveler. March 8. Ledger, Manchester
HICKMAN, RICHARD, Kingston upon Hull. March 30. Rolitt & Sons, Hull
HILL, MARY MARGARET, Cambridge rd, Brighton. March 27. Nicholls, Old Jewry chmbrs
HOBKIRK, MARY ANN, Durham. March 6. Marshall, Durham
HOPK, WILLIAM, Derby, Clerk in Holy Orders. April 1. Smith & Leech, Derby
JONES, CHARLES, Cardiff, Clerk in Holy Orders. March 10. Morgan, Cardiff
KING, ELIZABETH, Hetherington rd, Bedford road, Clapham. March 20. Abbott, Finchchurch st
KING, JASPER RUMBOLD, Melksham, Surgeon. March 15. Beavan & Compton, Bradford on Avon and Melksham
KLOON, WILLIAM, Handsworth, Staffs, Paper Dealer. March 22. Garland, Birmingham
LORD, THOMAS, Rochdale, Gent. March 12. White, Bolton
MACQUEEN, GEORGINA, Upper Westbourne ter, Faddington. March 10. Hores & Patison, Lincoln's inn fields
MONK, SAMUEL, Northampton, Gent. March 22. Howes & Co, Northampton
MORSE, EDWARD WILLIAM, Rue des Champs Elysees, Brussels, Civil Engineer. March 17. Lane & Co, Queen Victoria st
MOORE, WILLIAM YORK, St Alban's pl, St James, Major General in H. M. Army. March 15. Hamilton, Gt James st, Bedford row
MOSS, SOPHIA, Prince's sq, Bayswater. March 25. Lumley & Lumley, Old Jewry chmbrs
NEAME, WILLIAM JOHN RICHARD, Falmouth, Clerk in Holy Orders. March 15. Poyer & Bennetta, New sq, Lincoln's inn
HAMILTON, RIGHT HON. GEORGE WILLIAM, Earl of Orkney, K.C.M.G., Sussex pl, Regent's Park. Feb 28. Holt, Argyll pl, Regent pl
PERRY, ALFRED DICKENS, Birmingham, Architect. March 22. Garland, Birmingham
PICKNELL, EDWARD, Hastings, Plumber. April 14. Meadows & Co, Hastings
RICHARDS, JAMES, York rd, Stepney, Wheelwright. March 20. Birchall & Co, Mark lane
ROBINSON, RICHARD LEWIS, Plumgarths, nr Kendal, Limeburner. March 31. Thomson & Wilson, Kendal
STROUDLEY, WILLIAM, Brighton, Locomotive Superintendent of the L, B, and S C Railway. March 25. Griffith & Co, Brighton
TAYLOR, THOMAS, Featherstone bldgs, High Holborn. March 10. Treadwell, Albert bldgs, Queen Victoria st
TOWNLEY, WILLIAM, Clitheroe, Lancs, Gent. May 1. Hall & Co, Clitheroe
WALKER, MARY SARAH, Cedar rd, Clapham Common. March 11. Pridoux & Sons, Goldsmith's Hall, Foster lane
WATT, EDMUND WILLIAM, Bournemouth, Gent. March 22. Crust & Co, Beverley
WRIGHT, WILLIAM, Northampton, retired Postman. March 22. Howes & Co, Northampton

If the house in which you live is going to be sold over your head, why not purchase it? Don't cripple your business by taking the purchase-money out of it, and certainly do not borrow the money with the chance of having it called in at an inconvenient time. Get a liberal, cheap, and expeditious advance from the **TEMPERANCE PERMANENT BUILDING SOCIETY**, 4, Ladgate-hill, E.C. Forms and full particulars free by post.—[ADVT.]

WARNING TO INTENDING HOUSE PURCHASERS & LESSORS.—Before purchasing or renting a house have the sanitary arrangements thoroughly examined by an expert from the **Sanitary Engineering & Ventilation Co.**, 45, opposite Town Hall, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

BANKRUPTCY NOTICES.

London Gazette—FRIDAY, Feb. 14.

RECEIVING ORDERS.

ARCHARD, ALFRED CHARLES, South Audley st. Watchmaker High Court Pet Feb 12 Ord Feb 12

ARMSTRONG, JAMES, Barwell, Leicester, Builder Leicester Pet Feb 10 Ord Feb 10

AUSTIN, HENRY WILLIAM, late of Aston, nr Birmingham, Drysalter Birmingham Pet Feb 4 Ord Feb 12

BENDLE, JOSEPH, Tipton, Staffs, Journeyman Painter Dudley Pet Feb 12 Ord Feb 12

BRETON, SAMUEL, Fortess rd, Kentish Town, Draper's Assistant High Court Pet Feb 10 Ord Feb 10

BIRCH, WILLIAM, Reading, Picture Frame Maker Reading Pet Feb 8 Ord Feb 8

BLAKEWAY, ENOCH, Marlesford, Suffolk, Grocer Ipswich Pet Feb 7 Ord Feb 7

BRELAUER, H. & Co, Crosby sq, Commission Agents High Court Pet Jan 19 Ord Feb 11

BURCHELL, DANIEL, Dudley, Grocer Dudley Pet Feb 12 Ord Feb 12

CHAPMAN, WILLIAM SMITH, Wolverhampton, Baker Wolverhampton Pet Feb 10 Ord Feb 10

CHAMRO, HENRY MARK, Shoreditch, Woollen Merchant High Court Pet Jan 25 Ord Feb 10

ELLISON, JAMES, Featherstone, Yorks, Grocer Wakefield Pet Feb 10 Ord Feb 11

EMERY, WILLIAM, Landport, Butcher Portsmouth Pet Jan 2 Ord Jan 20

FAWCETT, JOHN, Middlesborough, Clerk Middlesborough Pet Feb 8 Ord Feb 8

FORBICK, HARRY DANIEL, Gt Yarmouth, Licensed Victualler Gt Yarmouth Pet Feb 10 Ord Feb 10

GRANT, FREDERICK, Margate, Labourer Canterbury Pet Feb 12 Ord Feb 12

HARRISON, JOHN, Preston, Glass Dealer Preston Pet Feb 12 Ord Feb 12

HOLLAND, HENRY WILLIAM, King's Lynn, Plumber King's Lynn Pet Jan 28 Ord Feb 12

INGLIS, CHARLES, Chesterfield grove, East Dulwich, Stockbroker High Court Pet Feb 12 Ord Feb 12

JOHNSON, JOHN, Kendal, Cattle Dealer Norwich Pet Feb 10 Ord Feb 10

KNIGHTBRIDGE, JAMES, Romford, Essex, Pork Butcher Chelmsford Pet Feb 12 Ord Feb 12

LEADHAM, JAMES, Felliscliffe, Yorks, Farmer York Pet Feb 12 Ord Feb 12

MATTHEWS, GEORGE, Hanley, Eating House Keeper Hanley Pet Feb 10 Ord Feb 10

MCCLEURE, FREDERICK STANLEY, Greenwich, Coa Merchant Greenwich Pet Feb 8 Ord Feb 8

MOSES, RICHARD PUNYARD, Falmouth, Dealer Truro Pet Feb 11 Ord Feb 11

NICHOLSON, WILLIAM, Ramsgate, Tailor Canterbury Pet Feb 12 Ord Feb 12

NORRIS, WILLIAM, Holland st, Kensington, Corn Chandler High Court Pet Feb 12 Ord Feb 12

SCHOFIELD, ROBERT, Basingstoke, Hants, Grocer Winchester Pet Jan 28 Ord Feb 11

SEAMAN, ALBERT EDWIN, Winhill, Staffs, Grocer's Assistant Burton on Trent Pet Feb 10 Ord Feb 10

SMITH, JAMES, South Lowestoft, Plumber Great Yarmouth Pet Feb 10 Ord Feb 10

SMITH, MARY, Spital Dene, Tynemouth, Widow Newcastle on Tyne Pet Feb 10 Ord Feb 11

SMITH, MORGAN, Hopkins Town, nr Pontypriid, Glam, Butcher Pontypriid Pet Feb 11 Ord Feb 11

SPRINGFORD, GEORGE, Bristol, Furniture Dealer Bristol Pet Feb 10 Ord Feb 10

SPRINGFORD, WILLIAM BUCKLAND, and GEORGE HERBERT SPRINGFORD, Stanton St Bernard, Wilts, Millers Bath Pet Feb 10 Ord Feb 10

BONG, ANTHONY, Barrow in Furness, Boatman Barrow in Furness Pet Feb 12 Ord Feb 12

TAYLOR, JOHN, Tipton, Staffs, Grocer Dudley Pet Jan 25 Ord Feb 7

TURNER, WILLIAM, Westward, Cumberland, Farmer Carlisle Pet Feb 11 Ord Feb 11

WEBSTER, ARTHUR, Thoresway, Lincs, Farmer Great Grimsby Pet Jan 29 Ord Feb 10

WILSON, ALFRED THOMAS, Rickmansworth, Herts, Builder St Albans Pet Feb 11 Ord Feb 11

WIMPENNY, BOOTHROYD, Thongsbridge, Yorks, Woollen Manufacturer Pet Feb 2 at 3 Haigh & Son, New st, Huddersfield

YORKE, GEORGE, Anley, Warwickshire, Journeyman Baker Pet Feb 24 at 11 30 Off Rec, 17, Hertford st, Coventry

FIRST MEETINGS.

ARMSTRONG, JAMES, Barwell, Leics, Builder Leicester Pet Feb 24 at 12 30 Off Rec, 34, Friar lane, Leicester

BARKER, ROBERT, Gt Boughton, Cheshire, Miller Pet Feb 24 at 3 15 Off Rec, Crypt chmbrs, Chester

BECKWITH, ROBERT, Leeds, Currier Feb 21 at 11 Off Rec, 29, Park row, Leeds

BLAKEWAY, ENOCH, Marlesford, Suffolk, Grocer Feb 25 at 3 Off Rec, Ipswich

BROCKLEHURST, THOMAS HOWARD, Bredbury, nr Stockport, Surgeon Feb 25 at 11 30 Off Rec, County chmbrs, Market pl, Stockport

BROUGHTON, BELINDA, Hemsworth, Yorks, Tailor Feb 21 at 11 Off Rec, Bond ter, Wakefield

BURCHELL, DANIEL, Dudley, Grocer Feb 21 at 10 Off Rec, Dudley

CANHAM, DAVID, Stowmarket, Suffolk, late Hotel Keeper Feb 21 at 2 45 Court house, Stowmarket

CLARK, JOHN, Dudley, Draper Feb 21 at 10 30 Off Rec, Dudley

ELLISON, JAMES, Featherstone, Yorks, Grocer Feb 21 at 2 Off Rec, Bond ter, Wakefield

EMERY, WILLIAM, Landport, Butcher Feb 24 at 3 30 168, Queen st, Portsea

ENRY, CHARLES, Amberley rd, Harrow rd, Manure Dealer Feb 26 at 2 30 33, Carey st, Lincoln's Inn fields

GAYNE, WALTER, Bath, Grocer Feb 21 at 12 30 1, Abbey st, Bath

HAIG, THOMAS, Manchester, Tea Agent Feb 25 at 8 Off Rec, Ogden's chmbrs, Bridge st, Manchester

HILL, RICHARD, Ashberton, Herefordshire, Grocer Feb 25 at 10 45 Off Rec, Worcester

JOHNSON, CHARLES, Shilton, Durham, Licensed Victualler Feb 24 at 4 30 Three Tuns Hotel, Durham

JOHNSON, JOHN, Kendal, Cattle Dealer Feb 26 at 11 Off Rec, 8, King st, Norwich

LEADHAM, JAMES, Felliscliffe, Yorks, Farmer Feb 26 at 12 30 Off Rec, York

LOCK, FRANCIS WILLIAM, Cardiff, Ironmonger Feb 25 at 12 Off Rec, 25, Colmore row, Birmingham

MEADOWS, WILLIAM ALFRED, Wavendon, Bucks, Builder Feb 23 at 1 County Court bldgs, Northampton

MOSES, RICHARD PUNYARD, Falmouth, General Dealer Feb 22 at 11 30 Off Rec, Boscawen st, Truro

OWEN, ROBERT JOHN, Blaenau Ffestiniog, Merionethshire, Hairdresser Feb 21 at 2 30 Off Rec, Crypt chmbrs, Chester

PEARS, JONATHAN BOWSON, Sunderland, Rope-maker Feb 21 at 2 30 Off Rec, 35, John st, Sunderland

PERRY, HENRY, Queen st, Cannon st, Commercial Clerk Feb 25 at 11 35, Carey st, Lincoln's Inn

QUAYLE, MARY, Whitehaven, Innkeeper Feb 24 at 2 67, Duke st, Whitehaven

RAMUS, BENJAMIN, Mecklenburg sq, Commission Agent Feb 25 at 2 30 33, Carey st, Lincoln's Inn

RIPLEY, GEORGE, Wortley, nr Leeds, Aerated Water Manufacturer Feb 25 at 11 Off Rec, 22, Park row, Leeds

SEAMAN, ALBERT EDWIN, Winhill, Staffs, Grocer's Assistant Feb 24 at 2 45 Midland Hotel, Burton on Trent

SHEPHERD, EDWARD, Blackstock rd, Finsbury pk, Printer Feb 26 at 12 Bankruptcy bldgs, Lincoln's Inn

SHEPHERD, RICHARD HENRY, Bristol, late Licensed Victualler Feb 26 at 12 30 Off Rec, Bank chmbrs, Bristol

SMITH, JAMES, South Lowestoft, Plumber Feb 22 at 1 Off Rec, 1, King st, Norwich

SMITH, MARY, Spital Dene, Tynemouth, Widow Feb 22 at 12 Off Rec, Pink lane, Newcastle on Tyne

SPENCER, GEORGE, Bristol, Furniture Dealer Feb 27 at 3 30 Off Rec, Bank chmbrs, Bristol

SPRINGFORD, WILLIAM BUCKLAND, and GEORGE HERBERT SPRINGFORD, Stanton St Bernard, Wilts, Millers Feb 23 at 3 30 Off Rec, Bank chmbrs, Bristol

TAMP, JAMES, Bristol, Coachbuilder Feb 26 at 12 Off Rec, Bank chmbrs, Bristol

TAYLOR, JOHN, Toll End, Tipton, Staffs, Grocer Feb 21 at 10 15 Off Rec, Dudley

TURNER, THOMAS JAMES, Central Market, Provision Merchant Feb 25 at 12 33, Carey st, Lincoln's Inn

TURNER, WILLIAM, Westward, Cumberland, Farmer Feb 25 at 12 Off Rec, 34, Fisher st, Carlisle

WALSH, WILLIAM HENRY, Leeds, Commission Agent Feb 24 at 12 Off Rec, 37, Park row, Leeds

WILLIAMS, WILLIAM, Chirk Green, nr Chirk, Denbighshire Collier March 13 at 11 40 Priory, Wrexham

WIMPENNY, BOOTHROYD, Thongsbridge, Yorks, Woollen Manufacturer Feb 26 at 3 Haigh & Son, New st, Huddersfield

YORKE, GEORGE, Anley, Warwickshire, Journeyman Baker Feb 24 at 11 30 Off Rec, 17, Hertford st, Coventry

ADJUDICATIONS.

ARMSTRONG, JAMES, Barwell, Leices, Builder Leicester Pet Feb 10 Ord Feb 10

AUGUSTE, JOHN JAMES, Bristol, Hairdresser Bristol Pet Feb 5 Ord Feb 10

BREDDLE, JOSEPH, Tipton, Staffs, Journeyman Painter Dudley Pet Feb 12 Ord Feb 12

BIRCH, WILLIAM, Reading, Picture Frame Maker Reading Pet Feb 8 Ord Feb 8

BLAKEWAY, ENOCH, Marlesford, Suffolk, Grocer Ipswich Pet Feb 7 Ord Feb 7

BURCHELL, DANIEL, Dudley, Grocer Dudley Pet Feb 12 Ord Feb 12

CHAMRO, HENRY MARK, Shoreditch, Woollen Merchant High Court Pet Jan 25 Ord Feb 11

COLLIER, JOHN TRAVIS, Devonshire sq, General Importer High Court Pet Feb 5 Ord Feb 10

CORRY, ROBERT HUTCHINGS, Nether Compton, Dorset, Butcher Yeovil Pet Feb 6 Ord Feb 11

CULLIMORE, CHARLES, Henbury, Glos, Accountant Bristol Pet Feb 7 Ord Feb 10

ELLISON, JAMES, Featherstone, Yorks, Grocer Wakefield Pet Feb 10 Ord Feb 11

ELMES, FREDERICK LORRELL, Stamford rd, New Southgate, Clerk St Albans Pet Dec 3 Ord Feb 7

ETHRETON, WILLIAM, Portsmouth, Blacksmith Portsmouth Pet Jan 10 Ord Feb 5

EYLES, JOHN, Bristol, Coal Merchant Bristol Pet Feb 7 Ord Feb 10

FAWCETT, JOHN, Middlesborough, Clerk Middlesborough Pet Feb 8 Ord Feb 8

FORBICK, HARRY DANIEL, Gt Yarmouth, Licensed Victualler Gt Yarmouth Pet Feb 10 Ord Feb 10

FRANKLIN, JOHN VERNY, West Brighton, Solicitor Brighton Pet Oct 7 Ord Feb 11

GRANT, FREDERICK, Margate, Labourer Canterbury Pet Feb 12 Ord Feb 12

GREEN, SAMUEL JOHN, Leicester, Timber Merchant Leicester Pet Jan 22 Ord Feb 10

GRIFFITHS, GEORGE, Walsley grda, Gannerebury, Builder High Court Pet Jan 23 Ord Feb 11

HARRISON, JOHN, Preston, Glass Dealer Preston Pet Feb 12 Ord Feb 12

JOHNSON, JOHN, Kendal, Cattle Dealer Norwich Pet Feb 8 Ord Feb 10

KNIGHTBRIDGE, JAMES, Romford, Essex, Pork Butcher Chelmsford Pet Feb 12 Ord Feb 12

LEADHAM, JAMES, Felliscliffe, Yorks, Farmer York Pet Feb 11 Ord Feb 12

LENTON, WILLIAM, Sheffield, Beds, late Straw Plait Dealer Luton Pet Feb 3 Ord Feb 4

MATTHEWS, GEORGE, Hanley, Eating House Keeper Hanley Pet Feb 10 Ord Feb 10

MEADOWS, WILLIAM ALFRED, Wavendon, Bucks, Builder Northampton Pet Feb 1 Ord Feb 3

MIDDLEY, JESSOP, Dewsbury, late Publican Dewsbury Pet Feb 6 Ord Feb 5

MOSES, RICHARD PUNYARD, Falmouth, Dealer Truro Pet Feb 11 Ord Feb 11

NEWSTEAD, FRANK EUSTON, Dover, Licensed Victualler Canterbury Pet Jan 23 Ord Feb 10

NICHOLSON, WILLIAM, Ramsgate, Tailor Canterbury Pet Feb 12 Ord Feb 12

NORRIS, WILLIAM, Holland st, Kensington, Corn-chandler High Court Pet Feb 12 Ord Feb 11

OTTO, CARL AUGUST WILHELM, Cazenove rd, Stamford hill, Clerk High Court Pet Jan 16 Ord Feb 11

QUAYLE, MARY, Whitehaven, Innkeeper Whitehaven Pet Feb 7 Ord Feb 10

SEAMAN, ALBERT EDWIN, Winhill, Derbyshire, Grocer's Assistant Burton on Trent Pet Feb 10 Ord Feb 11

SHEPHERD, RICHARD HENRY, Bristol, late Licensed Victualler Bristol Pet Feb 3 Ord Feb 10

SMITH, JAMES, South Lowestoft, Plumber Great Yarmouth Pet Feb 10 Ord Feb 10

SMITH, MARY, Spital Dene, Tynemouth, Widow Newcastle on Tyne Pet Feb 10 Ord Feb 11

SMITH, MORGAN, Hopkins Town, nr Pontypriid, Glam, Butcher Pontypriid Pet Feb 11 Ord Feb 11

SPRINGFORD, WILLIAM BUCKLAND, and GEORGE HERBERT SPRINGFORD, Stanton St Bernard, Wiltshire, Millers Bath Pet Feb 10 Ord Feb 10

STANDRING, ARTHUR, Hornsey Park rd, Mercantile Clerk High Court Pet Feb 7 Ord Feb 11

STRONG, ANTHONY, Barrow in Furness, Boatman Barrow in Furness Pet Feb 12 Ord Feb 12

TALYTRAC, ABBENN, Kingsfield, nr Harrow on the Hill, Gardener St Albans Pet Jan 11 Ord Feb 7

TAYLOR, JOHN, Tipton, Staffs, Grocer Dudley Pet Jan 25 Ord Feb 5

TURNER, WILLIAM, Westward, Cumberland, Farmer Carlisle Pet Feb 11 Ord Feb 11

TWYN, CHARLES EDWARD, and ALBERT CHRISTOPHER TWYN, Nottingham, Master Dealers Nottingham Pet Jan 22 Ord Feb 10

WATTS, J. W., Klea avenue, Clapham common, Builder Wandsworth Pet Dec 5 Ord Feb 10

WILSON, ALFRED THOMAS, Rickmansworth, Herts, Builder St Albans Pet Feb 11 Ord Feb 11

WOULDS, COLLINSON POUCHER, Walcot, Lincs, Farmer Boston Pet Feb 11 Ord Feb 12

London Gazette.—TUESDAY, Feb. 13.

RECEIVING ORDERS.

ATKINS, THOMAS HOWELL, and JOHN CURRIE, St Helen's pl, Merchants High Court Pet Feb 13 Ord Feb 13

BALLINGER, WILLIAM EDWARD, Bengeworth, Evesham, Worcs, Bootmaker Worcester Pet Feb 15 Ord Feb 15

BARBER, GEORGE ARTHUR, Monmouth, late Tinplate Worker Gt Yarmouth Pet Feb 11 Ord Feb 14

BEARDMORE, ENOCH, Chorlton cum Hardy, nr Manchester, Coal Merchant Salford Pet Feb 3 Ord Feb 13

BORGER, JOHN, Howland st, Fitzroy sq, Mantle Manufacturer High Court Pet Feb 14 Ord Feb 14

BREWELL, CHARLES, Nottingham, Butcher Nottingham Pet Feb 15 Ord Feb 15

BURGESS, CHARLES JOHN, Bernard st, Brunswick sq, retired Major in H.M.'s Army High Court Pet Feb 14 Ord Feb 14

CARTER, WILLIAM THOMAS, Bury St Edmunds, Engineer Bury St Edmunds Pet Feb 14 Ord Feb 14

CLARKE, GEORGE, St Germans, Norfolk, Grocer King's Lynn Pet Feb 13 Ord Feb 13

COLE, GEORGE FREDERICK, Evesham, Worcs, Innkeeper Worcester Pet Feb 13 Ord Feb 13

CORLESS, WILLIAM JOHN, and MARY ANN CORLESS, Chorlton upon Medlock, Manchester, Ginger Beer Manufacturers Manchester Pet Feb 13 Ord Feb 13

CRIVEN, GEORGE BEAUMONT, Higher Tramway, Birkenhead, Clerk Birkenhead Pet Feb 11 Ord Feb 14

QUILL, EDWIN CHARLES, Worcester, Hotel Keeper Worcester Pet Feb 6 Ord Feb 14

CURRIE, EDWARD, Winchester, Commercial Traveller Winchester Pet Feb 14 Ord Feb 14

DANCE, GEORGE, Winchcomb, Glos, Beerhouse Keeper Cheltenham Pet Feb 14 Ord Feb 14

DAYMAN, THOMAS, Leicester, late Grocer Leicester Pet Feb 13 Ord Feb 13

DEXTON, THOMAS HENCKES, North End rd, Fulham, Bootmaker's Manager High Court Pet Feb 11 Ord Feb 14

DEURY, ROBERT, Lincoln, Grocer Lincoln Pet Jan 24 Ord Feb 11

FAULKNER, JAMES, Rugeley, Staffs, Licensed Victualler Stafford Pet Feb 11 Ord Feb 11

FERRIS, JOHN, Durham, Innkeeper Durham Pet Feb 15 Ord Feb 15

GARREK, DAVID, Harrow rd, Olman High Court Pet Feb 14 Ord Feb 14
 GWILLIAM, EDWIN, Cheltenham, Grocer Cheltenham Pet Feb 13 Ord Feb 13
 HARRIS, ARTHUR ROBINSON, Bloxwich, Staffs, Grocer Walsall Pet Feb 14 Ord Feb 14
 HARRIS, CHARLES HENRY, Marketon Magna, Somerset, Dealer Yeovil Pet Feb 15 Ord Feb 15
 HAWWOOD, RICHARD, Littlehampton, Sussex, Builder Brighton Pet Feb 14 Ord Feb 14
 HEAP, CHARLES ALBERT, Grasmere, Birstwith, Yorks, Woollen Merchant York Pet Feb 14 Ord Feb 14
 HORNBY, HARRY, Scunthorpe, Lincs, Dealer in Glass Gt Grimsby Pet Feb 13 Ord Feb 13
 HOUGHTON, HARRIET, Sloane terr, Chelsea, Widow High Court Pet Feb 13 Ord Feb 13
 JACKSON, WILLIAM MACKWOOD, Stourpaine, Dorset, Schoolmaster Dorchester Pet Feb 13 Ord Feb 13
 JACOB, JOSEPH WILLIAM, Hackney rd, Boot Manufacturer High Court Pet Feb 15 Ord Feb 15
 JULIFF, WILLIAM, Cwmpennar, nr Mountain Ash, Glam, Collier Aberdare Pet Feb 13 Ord Feb 13
 KNIGHT, FANNY, Longton, Staffs, Beerhouse Keeper Stoke upon Trent Pet Feb 14 Ord Feb 14
 LAMBERT, GEORGE, Wolverhampton, General Agent Wolverhampton Pet Feb 15 Ord Feb 15
 LANDER, WILLIAM, Hugglescote, Leics, Miller Leicester Pet Feb 14 Ord Feb 14
 LOWE, THOMAS, Kingston upon Hull, Hay Dealer Kingston upon Hull Pet Feb 15 Ord Feb 15
 MACDONALD, EWEN, Cheltenham, Chemist Cheltenham Pet Feb 13 Ord Feb 13
 MARTIN, WILLIAM, Butterwick, Lincs, Baker's Assistant Boston Pet Feb 14 Ord Feb 15
 MAVIN, GEORGE, Embleton, Northumberland, Blacksmith Newcastle on Tyne Pet Feb 14 Ord Feb 14
 MOORHOUSE, RALPH, and JOHN MOORHOUSE, York, Market Gardeners York Pet Feb 14 Ord Feb 14
 MUIR, DAVID, West Kirby, Cheshire, formerly General Broker Liverpool Pet Feb 14 Ord Feb 14
 PHILLIPPS, JAMES, Tretire, Herefordshire, Farmer Hereford Pet Feb 13 Ord Feb 13
 RATCLIFF, WILLIAM, Chelmsford, Essex, Butcher Chelmsford Pet Feb 15 Ord Feb 15
 SIMPSON, ARTHUR WILLIAM CRAWFORD, Bishopsgate st, Commission Agent High Court Pet Jan 3 Ord Feb 13
 SMITH, JAMES, Gt Chapel st, Westminster, Cab Proprietor High Court Pet Feb 14 Ord Feb 14
 SMITH, RALPH READMAN, late Lawrence lane, Cheap-side, Woollen Merchant High Court Pet Feb 6 Ord Feb 13
 STEVENSON, GEORGE, Nottingham, Licensed Victualler, Boston Pet Feb 14 Ord Feb 14
 THOMPSON, JAMES, Newcastle on Tyne, Brush Manufacturer Newcastle on Tyne Pet Feb 13 Ord Feb 13
 THREFT, GEORGE, Tunbridge Wells, Grocer Tunbridge Wells Pet Feb 15 Ord Feb 15
 URGHART, R. L., Leadenhall st, Financial Agent High Court Pet Feb 15 Ord Feb 15
 WADSWORTH, THOMAS, Barnmouth, Merionethshire, Boot Maker Aberystwith Pet Feb 13 Ord Feb 13
 WALDEN, WALTER JOB, Corscombe, Dorset, late Innkeeper Yeovil Pet Feb 14 Ord Feb 14
 WEST, ALBERT WALTER, Southsea, Hants, Grocer Portsmouth Pet Feb 13 Ord Feb 13
 WILSON, RICHARD NATHANIEL, Castle Donington, Leicester, Schoolmaster Leicester Pet Feb 12 Ord Feb 12

The following amended notice is substituted for that published in the London Gazette of Feb. 11.
 HUSWICK, ROBERT, Plymouth, Hairdresser East Stonehouse Pet Feb 6 Ord Feb 6
FIRST MEETINGS.

ASHBY, GEORGE, Shirland rd, Meide Vale, Baker Feb 25 at 12 33, Carey st, Lincoln's inn
 BALLINGER, WILLIAM EDMUND, Evesham, Worcs, Bootmaker Feb 25 at 10 15 Off Rec, Worcester
 BECKINGTON, WILLIAM, Maygrove rd, Kilburn, Florist Feb 25 at 11 Bankruptcy bldgs, Lincoln's inn
 BELCHER, WILLIAM, Gainsborough, Publican Feb 27 at 12 Off Rec, 31, Silver st, Lincoln
 BELL, JAMES POOLETHWAITE, Baitow in Furness, Grocer March 5 at 11 Off Rec, 16, Cornwallis st, Baitow in Furness
 BETTIDGE, JOSEPH, Ramsgate, Provision Dealer Feb 25 at 2 30 72, High st, Ramsgate
 BIECH, WILLIAM, Reading, Picture Frame Maker Feb 25 at 3 19, Victoria st, Westminster
 BLAYNEY, HENRY, Trydodyn, nr Mold, Flint, Grocer Feb 25 at 2 Off Rec, City Chambers, Chester
 CLARK, ANN, Cheltenham, Hay Dealer Feb 25 at 3 30 County Chambers, Cheltenham
 COLE, GEORGE FREDERICK, Evesham, Worcs, Innkeeper Feb 25 at 10 Off Rec, Worcester
 CULL, EDWIN CHARLES, Worcester, Hotel Keeper Feb 25 at 3 Off Rec, Worcester
 DAYMAN, THOMAS, Leicester, late Grocer Feb 25 at 3 Off Rec, 31, Silver st, Lincoln
 DEURY, ROBERT, Lincoln, Grocer Feb 25 at 1 30 Central Sale Rooms, Bank st, Lincoln
 FAULKNER, JAMES, Rugeley, Staffs, Licensed Victualler Feb 27 at 11 30 Off Rec, St Martin's pl, Stafford
 GITTINGS, WILLIAM ENOCH, Brockmoor, Kingswinford, Staffs, Coal Merchant Feb 25 at 10 30 Talbot Hotel, Stourbridge
 GRANT, FREDERICK, Margate, Labourer Feb 25 at 4 30 53, High st, Margate
 HARRISON, JOHN, Preston, Glass Dealer Mar 7 at 3 Off Rec, 14, Chapel st, Preston

HAWK, ROBERT TYNDAL, Coleman st, Chartered Accountant Feb 27 at 2 30 33, Carey st, Lincoln's inn
 HEAP, CHARLES ALBERT, Grasmere, Birstwith, Yorks, Woollen Merchant Feb 25 at 1 Off Rec, York
 HOSKINS, JOHN, Southport, Plumber Feb 27 at 3 Off Rec, 35, Victoria st, Liverpool
 HUNT, HURBERT LESLIE, St Leonards on Sea, Stationer Feb 25 at 12 Bankruptcy bldgs, 33, Carey st, Lincoln's inn
 HURST, RICHARD, Ulverston, Lancs, formerly Beerhouse Keeper Mar 4 at 11 Off Rec, 16, Cornwallis st, Baitow in Furness
 JACKSON, WILLIAM MACKWOOD, Stourpaine, Dorset, Schoolmaster Mar 3 at 1 45 Off Rec, Salisbury
 JANKE, BRUNO, Old st, St Luke's, Baker Feb 27 at 12 33, Carey st, Lincoln's inn
 JONES, BENJAMIN, East India Dock rd, Poplar Draper Feb 27 at 11 Bankruptcy bldgs, Lincoln's inn
 JONES, FRANCIS AUGUSTUS, Maidenhead, Berks Feb 27 at 3 119, Victoria st, Westminster
 LANDER, WILLIAM, Hugglescote, Leicestershire, Miller Feb 27 at 12 30 Off Rec, 34, Friar lane, Leicester
 LOWTHER, WILLIAM HENRY, High rd, Knightsbridge, Manager of a Coffee Tavern March 4 at 11 33, Carey st, Lincoln's inn
 MARRISON, JONATHAN, Gringley on the Hill, Notts, Plumber Feb 27 at 12 15 Off Rec, 31, Silver st, Lincoln
 MATTHEWS, GEORGE, Hanley, Eating House Keeper Feb 27 at 10 15 Off Rec, Newcastle under Lyne
 MAVIN, GEORGE, Embleton, Northumberland, Blacksmith Feb 27 at 3 15 Off Rec, Pink lane, Newcastle on Tyne
 MOORHOUSE, RALPH, and JOHN MOORHOUSE, York, Market Gardeners Feb 25 at 11 30 Off Rec, York
 NEWTON, ARTHUR GEORGE MATT, Great Tower st, Merchant March 4 at 12 Bankruptcy bldgs, Lincoln's inn
 NICHOLSON, WILLIAM, Ramsgate, Tailor Feb 25 at 3 72, High st, Ramsgate
 NORDENFELT, THORSTEN, Victoria Mansions, Victoria st, Westminster, Civil Engineer March 6 at 12 Bankruptcy bldgs, Lincoln's inn
 ROBY, SAMUEL, Manchester, Beer Retailer Feb 25 at 2 30 Off Rec, Ogden's chmbrs, Bridge st, Manchester
 SCHOFIELD, ROBERT, Basingstoke, Hants, Grocer Feb 25 at 2 15 Chamber of Commerce, 145, Cheapside
 SHIRLEY, ALFRED ROBERT, Woodfield pl, Harrow rd, Hostler's Manager Feb 27 at 11 33, Carey st, Lincoln's inn
 SMITH, ALBERT, Cardiff, Tailor Feb 27 at 12 Off Rec, 30, Queen st, Cardiff
 SNOW, JOSEPH, Stratford upon Avon, Butcher March 3 at 2 J C Warden, Solicitor, Stratford on Avon
 SPENCER, GILEAD, Gilestone, nr Cowbridge, Glam, Farmer March 1 at 12 Off Rec, 29, Queen st, Cardiff
 STROGO, ANTHONY, Baitow in Furness, Boatman March 5 at 11 30 Off Rec, 16, Cornwallis st, Baitow in Furness
 THOMAS, THOMAS, Carmarthen, Weaver Feb 25 at 11 Off Rec, 11, Quay st, Carmarthen
 THOMPSON, JAMES, Newcastle on Tyne, Brush Manufacturer Feb 27 at 2 30 Off Rec, Pink lane, Newcastle on Tyne
 THOMSON, GEORGE AUGUSTUS, York st, Portman sq, Railway Contractor March 7 at 12 Bankruptcy bldgs, Lincoln's inn
 THORNHILL, JAMES, Gainsborough, Boot Dealer's Assistant Feb 27 at 12 30 Off Rec, 31, Silver st, Lincoln
 TODD, THOMAS, Wresle, nr Howden, Yorks, Farmer Feb 25 at 11 Off Rec, Trinity House lane, Hull
 TOWNSEND, GEORGE, Whiston, nr Prescot, Lincs, Butcher Feb 27 at 3 30 Off Rec, 35, Victoria st, Liverpool
 WALDEN, WALTER JOB, Corscombe, Dorset, late Innkeeper Feb 25 at 12 45 Off Rec, Salisbury
 WOOD, JAMES, Burton on Stather, Lincs, Cowkeeper Feb 25 at 11 Off Rec, 3, Haven st, Great Grimsby
 WOODING, JOHN WILLIAM, Helmdon, Northamptonshire, Blacksmith Feb 25 at 12 1, St Aldate's, Oxford

ADJUDICATIONS.

ARCHARD, ALFRED CHARLES, South Aulley st, Watchmaker High Court Pet Feb 12 Ord Feb 12
 AUSTIN, HENRY WILLIAM, late of Aston, nr Birmingham, Drysalter Birmingham Pet Feb 3 Ord Feb 13
 BALLINGER, WILLIAM EDMUND, Bengeworth, Evesham, Worcs, Bootmaker Worcester Pet Feb 15 Ord Feb 15
 BARKER, ROBERT, Gt Boughton, Miller Chester Pet Feb 5 Ord Feb 15
 BOBERG, JOHN, Howland st, Fitzroy sq, Mantle Manufacturer High Court Pet Feb 14 Ord Feb 14
 BURGESS, CHARLES JOHN, Bernard st, Brunswick sq, retired Major in H.M.'s Army High Court Pet Feb 14 Ord Feb 14
 CARTER, WILLIAM THOMAS, Bury St Edmund's, Engineer Bury St Edmunds Pet Feb 14 Ord Feb 14
 CHAPLAIN, WILLIAM SMITH, Wolverhampton, Baker Wolverhampton Pet Feb 10 (1) Feb 14
 CLARK, GEORGE, St Germans, Norfolk, Grocer King's Lynn Pet Feb 13 Ord Feb 13
 COLE, GEORGE FREDERICK, Evesham, Worcs, Innkeeper Worcester Pet Feb 13 Ord Feb 13

COBY, HENRY, Lonsdale sq, Barnsbury, Solicitor High Court Pet Dec 18 Ord Feb 13
 CRAVEN, GEORGE BEAUMONT, Higher Trammere, Birkenhead, Clerk Birkenhead Pet Feb 14 Ord Feb 14
 CULL, EDWIN CHARLES, Worcester, Hotel Keeper Worcester Pet Feb 6 Ord Feb 14
 CURRIEL, EDWARD, Winchester, Commercial Traveller Winchester Pet Feb 14 Ord Feb 14
 DANCE, GEORGE, Winchcomb, Glos, Beerhouse Keeper Cheltenham Pet Feb 14 Ord Feb 14
 DAVIES, ROBERT JONES, Chester, Manufacturing Confectioner Chester Pet Feb 7 Ord Feb 15
 DEKTON, THOMAS HINCKES, North End rd, Fulham, Bootdealer's Manager High Court Pet Feb 14 Ord Feb 14
 DEURY, ROBERT, Lincoln, Grocer Lincoln Pet Jan 24 Ord Feb 12
 FAULKNER, JAMES, Rugeley, Staffs, Licensed Victualler Stafford Pet Feb 11 Ord Feb 11
 FRAMPTON, CLEMENT ELWOOD, Bridport, Dorset, Grocer Dorchester Pet Feb 4 Ord Feb 13
 FREEKE, JOHN, Durham, Innkeeper Durham Pet Feb 14 Ord Feb 14
 FRIGHT, RICHARD, St Lawrence, Kent, Farmer Canterbury Pet Jan 27 Ord Feb 14
 GARNER, DAVID, Harrow rd, Middlesex, Olman High Court Pet Feb 14 Ord Feb 14
 GREENE, JOHN, Lancaster, Timber Merchant Preston Pet Jan 14 Ord Feb 14
 HEAP, CHARLES ALBERT, Grasmere, Birstwith, Yorks, Woollen Merchant York Pet Feb 14 Ord Feb 14
 HORNBY, HARRY, Scunthorpe, Lincs, Dealer in Glass Great Grimsby Pet Feb 13 Ord Feb 13
 HULTON, JOSEPH HENRY, Oldham, Bank Cashier Oldham Pet Feb 5 Ord Feb 12
 HUNWICK, ROBERT, Plymouth, Hairdresser East Stonehouse Pet Feb 6 Ord Feb 14
 INGLES, CHARLES, Chesterfield grove, East Dulwich, Stockbroker High Court Pet Feb 12 Ord Feb 12
 JACKSON, WILLIAM MACKWOOD, Stourpaine, Dorset, Schoolmaster Dorchester Pet Feb 13 Ord Feb 13
 JULIFF, WILLIAM, Cwmpennar, nr Mountain Ash, Glam, Collier Aberdare Pet Feb 8 Ord Feb 13
 LOWE, THOMAS, Kingston upon Hull, Hay Dealer Kingston upon Hull Pet Feb 15 Ord Feb 15
 LUPTON, JAMES INVINE, Richmond, Surrey, Veterinary Surgeon Wandsworth Pet Feb 1 Ord Feb 14
 MARTIN, WILLIAM, Butterwick, Lincs, Baker's Assistant Boston Pet Feb 14 Ord Feb 15
 MAVIN, GEORGE, Embleton, Northumberland, Blacksmith Newcastle on Tyne Pet Feb 14 Ord Feb 14
 MCCARTHY, JOHN J, New Barnet, Herts, Builder Barnet Pet Oct 30 Ord Feb 13
 MOORHOUSE, RALPH, and JOHN MOORHOUSE, York, Market Gardeners York Pet Feb 14 Ord Feb 14
 PHILLIPPS, JAMES, Tretire, Herefordshire, Farmer Hereford Pet Feb 13 Ord Feb 13
 PHILLINGS, GEORGE, Drury lane, Lodging house keeper High Court Ord Feb 13
 RATCLIFF, WILLIAM, Chelmsford, Essex, Butcher Chelmsford Pet Feb 15 Ord Feb 15
 RICHIE, JESSE, Swelling, Suffolk, Farmer Ipswich Pet Jan 10 Ord Feb 14
 SIMPSON, THOMAS, Borough High st, Southwark, Builder High Court Pet Jan 3 Ord Feb 13
 SMITH, JAMES, Gt Chapel st, Westminster, Cab Proprietor High Court Pet Feb 14 Ord Feb 14
 SNOW, JOSEPH, Stratford upon Avon, Butcher Warwick Pet Feb 8 Ord Feb 14
 SUMMERBEE, FREDERICK WILLIAM, Southampton, Grocer Southampton Pet Jan 30 Ord Feb 13
 THOMAS, EDMUND HERBERT, Halifax, Clothier Halifax Pet Jan 31 Ord Feb 13
 WADSWORTH, THOMAS, Barnmouth, Merionethshire, Boot Maker Aberystwith Pet Feb 13 Ord Feb 13
 WESTER, ARTHUR, Thoresway, Lincs, Farmer Gt Grimsby Pet Jan 28 Ord Feb 12
 WEST, ALBERT WALTER, Southsea, Hants, Grocer Portsmouth Pet Feb 13 Ord Feb 13
 WHEELER, EDWARD, Deptford, Kent, Picture Frame Maker Greenwich Pet Feb 7 Ord Feb 13
 YORKE, GEORGE, Anley, Warwickshire, Journeyman Baker Coventry Pet Feb 7 Ord Feb 13

SALES OF ENSUING WEEK.

Feb. 25.—Messrs. DRENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, E.C., at 2 o'clock, Freehold Property (see advertisement, Feb. 15, p. 6).
 Feb. 25.—Messrs. FULLER & FULLER, at the Mart, E.C., at 2 o'clock, Freehold & Leasehold Properties (see advertisement, Feb. 8, p. 6).
 Feb. 28.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, E.C., at 2 o'clock, Freehold Investments and Works Shares (see advertisement, Feb. 15, p. 6).
 Feb. 28.—Messrs. BAKER & SONS, at the Mart, E.C., at 2 o'clock, Freehold and Leasehold Investments (see advertisement, this week, p. 4).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTH.
 FRANCE.—Feb. 12, at Plymouth, the wife of H. Perros France, solicitor, of a daughter.
MARRIAGE.
 BIECH—GODWIN.—Feb. 12, at Frestbury, Cheshire, Charles Richard Amesbury, Biech, B.A.C., formerly of the Middle Temple, barrister-at-law, to Mary Ellen Godwin, younger daughter of the late John Godwin, of The Limes, Cuddridge, Staffs.

DEATHS.

FOULKES.—Feb. 17, at 25, Half Moon-street, W., William Decimus Inglett Foulkes, Esq., barrister-at-law, Middle Temple, aged 41.

HODGSON.—Feb. 12, at Upper Norwood, Henry John Hodgson, late of the Common Pleas Department of the High Court of Justice, aged 33.

LONDONER.—Feb. 13, at Edinburgh, James Lorimer, Dr. Jur. Bona, LL.D., Regius Professor of Public Law in the University of Edinburgh, aged 71.

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